

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

**Schools Conservation Outreach
and
Monitoring Services**

Issue Date: July 10, 2014

Pre-Proposal Conference: July 16, 2014 at 2:30 p.m. EST

***Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009***

Proposal Due Date: July 29, 2014 by 2:00 p.m. EST

Delivery of Proposals: Department of General Services
Contracts & Procurement Division
2000 14th Street NW - 8th Floor
Washington, DC 20009

Contact: Arza Gardner
Contract Specialist
Contracts & Procurement Division
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Solicitation Number: DCAM-14-NC-0160

EXECUTIVE SUMMARY

The DC Department of General Services (DGS) seeks a DC-based contractor to provide outreach and monitoring services to support the Sustainability and Energy Division (DGS-SE)'s resource conservation programs in DC Public Schools (DCPS) for 2014-2015.

A major new initiative of the recycling program is the expansion of organics recycling in all cafeterias and kitchens in DCPS schools. This is necessary to meet the Healthy Schools Act target of 45% recycling rate for schools by 2015 and the city-wide Sustainable DC goal of zero waste by 2032. This is an expansion of the pilot program that was conducted in 11 schools during the 2013-2014 school year.

The Contractor shall provide high quality outreach and monitoring services in support of the recycling program and this new initiative. These services include but are not limited to developing data collection protocols, providing an online system for tracking contacts and information collected, identifying school contacts and assisting schools with developing school-specific recycling plans, providing on-site training to school staff, conducting educational activities, collecting and reporting waste audit data to DGS.

In order to provide these services, the Contractor shall be responsible for hiring, training, and managing and monitoring five DC Schools Conservation Fellows ("Fellows") with excellent communication, data collection, and organizational skills. This project will be for a 10 month period. Each Fellow will be responsible for coordinating the expansion of this new initiative in up to 22 DCPS schools. The Contractor shall be responsible for ensuring that the Fellows have the resources they need to conduct outreach and monitoring activities. The Contractor shall also provide opportunities to learn about the D.C. government sustainability programs and to connect with partners.

The period of performance of this contract is September 1, 2014 through August 31, 2015, with two one-year option periods.

A.1 Type of Contract

The Contractor will be awarded a Fixed Price Contract with a Not to Exceed “(NTE)” ceiling amount.

A.2 Compensation

As stated in Section A.1 above, the Contractor will be awarded a Fixed Price Contract with a NTE ceiling amount. Therefore the Contractor’s proposed lump sum price shall be adequate to cover all cost associated with providing this service including the cost for labor, overhead, general and administrative fees, insurance, and profit.

A.3 Selection Criteria

Proposals will be evaluated in accordance with **Part E** of this RFP. The following evaluation criteria will be used:

- Experience & References (50)
- Management Plan - Technical Approach (40)
- Price (10 points)

A.4 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - July 10, 2014
- Pre-proposal Conference - July 16, 2014
- Last Day for Questions/Clarifications - July 23, 2014
- Proposals Due - July 29, 2014

A.5 Attachments

Attachment A	Offer Letter
Attachment B	Disclosure Statement
Attachment C	Tax Affidavit
Attachment D	First Source Employment Agreement
Attachment E	Standard Contract Provisions
Attachment F	Living Wage Act of 2014 and Fact Sheet
Attachment G	U.S. Department of Labor Wage Determination Schedule
Attachment H	Past Performance Evaluation Sheet
Attachment I	Required qualifications for fellows

SECTION B: STATEMENT OF WORK

B.1 Background

The Healthy Schools Act of 2010 sets a target recycling diversion rate of 45% and a target energy reduction of 20%, both by 2015. DGS's DCPS Recycling Program provides services, supplies, support, and space to DCPS schools to help us achieve the Healthy Schools Act target and to contribute to achieving the Sustainable DC goal of zero waste by 2032.

A major new initiative of the DGS-SE resource conservation programs for the 2014-2015 FY is the expansion of the recycling program to include separating paper, cardboard, bottles and cans throughout the buildings. It will also include separating organics such as food scraps and compostable paper products (e.g. trays and napkins) and recycling compost products in cafeterias and kitchens in all DCPS schools. In addition this program will include This contract will provide the outreach and monitoring services necessary to support recycling of all recyclable products.

Related initiatives include the Healthy Schools Act of 2010 and DC Green Schools Challenge which addresses energy reduction goals. See <http://dgs.dc.gov/page/healthy-schools> and <http://www.dcgreenschoolschallenge.com/>.

B.2 Applicable Documents

The Contractor shall comply with the most recent versions and any future revisions to all applicable Federal and District laws, Court Orders, regulations, and policies. The following documents and any subsequent revisions are relevant to this procurement and are hereby incorporated by this reference.

#	TYPE	TITLE	DATE/ VERSION
1	D.C. Municipal Regulation	DC CODE § 38-825.01 Chapter 8A. Healthy Schools http://dccode.elaws.us/code?no=38-8A	Most recent
2	Policy document	DCPS Waste Management Program for 2014-2015 SY – Provided by DGS http://dgs.dc.gov/node/828602	May 9, 2014
3	Policy document	DCPS Organics Service Start Dates 2014-2015 http://dgs.dc.gov/node/847312	June 16, 2014

B.3 Requirements

The Contractor shall be required to hire Fellows, provide training, manage and provide outreach and monitoring services consistent with achieving the DGS-SE schools conservation targets. This includes but is not limited to the following:

- Develop an on-line system for maintaining up to date contact information and site visit data, to be accessible to DGS 60 days after award.
- Provide expertise and feedback on program design.
- Establish consistent data collection protocols for site visits (to include but not limited to monitoring hauling services and containers, bins and labels, bin use) and waste audits.
- Develop and provide communications materials such as worksheets, handbooks and signage to be distributed on an as needed basis to support outreach activities - content and branding with DGS logo and/or other government agencies approved by DGS.
- Provide 5 dedicated staff that fulfill the qualifications of a DC Schools Conservation Fellow, each to be approved by a DGS-SE COTR or his/her designated point of contact, for the period between October 1, 2014 and July 31, 2015.
- Provide training for Fellows, according to a proposed plan to be approved by DGS by October 1, 2014, on data collection protocols, conducting waste audits, assemblies, and how to manage on-site composting.
- Provide sufficient staffing with appropriate transportation and materials (e.g. communications materials) to conduct the activities determined to be needed for each school, including but not limited to:
 - - o Identification of school and partners staff contacts
 - o Development of school-specific roll out plans with rolls and responsibilities identified, to include relevant opportunities to involve student green teams and connections to curriculum or project-based learning
 - o Training for school contacts and custodial and food services staff
 - o Supply inventories, waste audits, regular check ins
 - o Assemblies or classroom presentations
 - o On-site compost training and support to schools with outdoor bins or worm bins
- Management and bi-weekly project reporting to DGS-SE.
- By July 31, 2015, produce compilation document of best practices for use in 2015-2016 school year

B.4 Schedule

Milestones	Target Completion Dates/Frequency
Project plan approved by DGS	September 5, 2014
Hire Fellows	September 30, 2014
Required staffing in place and training plan approved by DGS	October 1, 2014
Trainings conducted for DC Conservation Fellows	Initial training by October 15, 2015; Additional trainings conducted as needed, according to approved plan.
Data collection protocols established	October 1, 2014
On-line system in place and up-to-date with relevant school and partner contacts identified	November 1, 2014, updated throughout
School-specific roll out plans established	November 1, 2014 (46 schools) December 20, 2014 (remaining schools)
On-site trainings conducted at schools	Initial: November 1, 2014 (46 schools) January 31, 2014 (remaining schools); Ongoing as needed according to school-specific plans.
On-site composting support provided to schools	Monthly, to schools (8) that received on-site bins from DGS
Supplies set up	According to individual school plans
Assemblies and/or class activities conducted	According to individual school plans
Waste audit results reported	According to individual school plans
Supplies inventories results reported	December 1, 2014
Monitoring visit data reported	Ongoing, each school to be visited bi-weekly or as needed
Communications materials produced	As needed
Project updates (phone call or meeting)	Bi-weekly
Compilation of best practices produced	July 31, 2015

B.5 Government Responsibilities

The government will provide:

- A list of pre-approved candidates for the Fellows Program
- Description of the program provided to all DCPS schools along with expectation for DCPS schools
- Template and guidance for developing school-specific plans as well as supporting outreach materials such as posters and program memos.
- Introductions to relevant school and/or partner organization staff
- Input for trainings Fellows
- Hauling services under the city-wide hauling contract, as described on the DGS website <http://dgs.dc.gov/page/healthy-schools>.
- Standardized supplies provided at no cost to schools, as illustrated on the DGS website <http://dgs.dc.gov/page/healthy-schools>.
- Assistance with recruiting volunteers if determined to be needed
- Contacts of teachers and other staff who have volunteered to be DC Schools Conservation Point of Contacts to identify learning opportunities for students associated with the program.
- Opportunities for Fellows to connect with representatives from other agencies and partners

SECTION C: ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 35% of work unless the prime contractor is certified as a small, local or disadvantaged business enterprise.

Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District

residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Mandatory Subcontracting Plan

C.4.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

C.4.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph C.4.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

C.4.3 A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.4.1 and C.4.2.

C.5 Subcontract Requirements

C.5.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

C.5.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of C.4.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with

its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offer or is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- C.5.3** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- C.5.4** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- C.5.5** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- C.5.6** The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- C.5.7** A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- C.5.8** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract.
- C.5.9** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- C.5.10** A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and

C.5.11 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

C.6 **Subcontracting Plan Compliance Reporting**

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

C.6.1 The dollar amount of the contract or procurement;

C.6.2 A brief description of the goods procured or the services contracted for;

C.6.3 The name of the business enterprise from which the goods were procured or services contracted;

C.6.4 Whether the subcontractors to the contract are currently certified business enterprises;

C.6.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

C.6.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

C.6.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

C.7 **Enforcement and Penalties for Breach of Subcontracting Plan**

C.7.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

C.7.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

C.7.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

C.8 **Subcontractor Standards**

A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

SECTION D: COMPLIANCE REQUIREMENTS

D.1 **Conformance with Laws**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

D.2 **Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

D.3 Service Contract Act

The Service Contract Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable Wage Rates are attached to this RFP as Attachment G.

D.4 Living Wage Act

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment F).

D.5 Publicity

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, 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.

D.6 Freedom of Information Act

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

D.7 Section 504 of the Rehabilitation Act of 1973, as amended

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

D.8 Americans with Disabilities Act of 1990 (ADA)

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

D.9 Way to Work Amendment Act of 2006, as amended

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

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.

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.

The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. The Contractor shall also post the Living Wage Notice 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. 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. 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.*

The requirements of the Living Wage Act of 2006, as amended 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 imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006, as amended;
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 as amended;
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
10. 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

11. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, (as amended) subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006, as amended.

Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections this section

D.10 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 the diverting of specified key personnel for any reason, the Contractor shall notify the COTR at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. Proposed substitutions of personnel shall be subject to review and approval of the COTR.

D.11 Audits and Records Retention

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.

D.12 Examination of Cost

If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting 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 parts of them, engaged in performing the contract.

D.13 Reports

If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b. The data reported.

D.14 Availability

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses D.11 through D.13, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- D.14.1** If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- D.14.2** The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- D.14.3** The Contractor shall insert a clause containing all the terms of this clause, section D.17, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:
- D.14.4** That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these;
- D.14.5** For which cost or pricing data are required; or
- D.14.6** That requires the subcontractor to furnish reports described in D.16.2 of this clause.

SECTION E: EVALUATION AND AWARD CRITERIA

E.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section E** and the Department's Procurement Regulations.

E.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section E** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

number of points possible is 112. Submissions will be evaluated based on the evaluation factors below.

E.3.1 Experience and References (50 points)

The government will evaluate the extent that the Offeror's past experience and performance in providing similar services demonstrates a commit to quality and sustainability as well as the expertise and ability to support the required high quality sustainability initiative. Submit documentation sufficient to demonstrate high quality relevant past experience and performance to the following areas: (1) Establishing organics recycling programs in public schools (2) conducting relevant outreach activities (3) conducting relevant monitoring/data collection activities (4) producing relevant high quality communications and/or educational materials (5) building and maintaining relevant teams and partnerships.

E.3.2 Management Plan – Technical Approach (40 points)

The government will evaluate the Offeror's ability to fully understand the requirement and capability to provide the required resources to meet all the government's stated needs. Submit a plan that addresses all relevant technical aspects including the following: (1) not including "the Fellows", identification of key personnel positions and qualifications (2) procedures to train, manage, and retain high quality Fellows (3) description of resources (management, technology, transportation, etc) necessary to support all required activities (4) description of on-line system to be provided (5) identification of anticipated project risks and mitigation plans.

E.3.3 Price Proposal (10 Points)

The government will evaluate the proposed cost to determine if it is realistic, fair and reasonable. Each Offeror shall submit a completed Offer Letter substantially in the form of Attachment A.

E.4 Oral Presentation

The Department does not intend to interview Offerors; however, the Department reserves the right to short-list Offerors and only interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make

E.4.1 Length of Oral Presentation

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

E.4.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

E.4.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror's presentation will be limited to 5 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

E.4.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as Consultant for this contract, including the qualifications of key personnel.

F.1 Submission Identification

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Schools Conservation Outreach and Monitoring Services". Technical Proposals shall be separate from Cost Proposals.

F.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Attn: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009

F.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on **July 29, 2014**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

F.4 Submission Size, Organization and Offer Qualifications

Technical Proposals shall be separate from Price Proposals. All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

F.4.1 Disclosure Form

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

F.4.2 Executive Summary

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

F.4.3 General Information and Firm(s) Data

Each Offeror shall provide the following information for the prime contractor and its subcontractors, if any.

- (a) Legal Name(s)
- (b) Address (es),
- (c) Role(s) of each firm (including all sub-contractors)
- (d) Company profile(s), including:
 - 1) Age
 - 2) History
 - 3) Size
- (e) Description of the Offeror's existing workload providing relevant services; and
- (f) Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the contracting entity and the Offeror.

F.4.4 Experience & References (50)

Offerors shall submit the information requested in E.3.1 of this RFP.

F.4.5 Management Plan – Technical Approach (40)

Offerors shall submit the information requested in E.3.2 of this RFP.

F.4.6 Price Proposal (10 points)

Offerors shall submit the information requested in E.3.3 of this RFP. The Offeror shall also include the completed Offer Letter and Unit Price Sheet (Attachment A) for the lump sum price that the Offeror proposes to provide for the required services.

F.4.7 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment C**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

SECTION G: PROPOSAL PROCEDURES & PROTESTS

G.1 Contact Person

For information regarding this RFP please contact:

Arza Gardner
Contract Specialist
Department of General Services
2000 14th Street, N.W.
Reeves Center, 8th Floor
Washington, D.C. 20009
arza.gardner@dc.gov

Any written questions or inquiries should be sent to Arza Gardner at the email address above. No telephone calls please.

G.2 Pre-proposal Conference

A pre-proposal conference will be held on July 16th, 2014 at 2:30 p.m. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

G.3 Explanations to Prospective Offerors

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

Requests should be directed to Arza Gardner at the email address listed in Section G.1 no later than the close of business on July 23, 2014. The person making the request shall be responsible for prompt delivery.

G.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

G.5 Contract Award

This procurement is being conducted in accordance with the provisions of Chapter 47 of Title the DCMR.

G.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

G.7 Examination of Submissions

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

G.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in G.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

G.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

G.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

G.11 Limitation of Authority

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

G.12 Required Insurance

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

G.13 Liability Insurance

Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Three Million Dollars (\$3,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Three Million Dollars (\$3,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Offeror, or its contractors and subcontractors at or in connection with the Work.

Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.14 Additional Insureds

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.15 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.16 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A-(Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.