



REQUEST FOR PROPOSALS  
RECYCLING COLLECTION SERVICES

**April 3, 2013**

**Proposal Due Date:** April 23, 2013 by 2:00 p.m. EST

**Proposal Delivery Location:** Department of General Services  
Contracts & Procurement Division  
2000 14th Street, NW 8th Floor  
Washington, DC 20009  
Attention: JW Lanum

**Pre-proposal Conference:** April 9, 2013, 10:00am  
Reeves Center  
2000 14th Street, NW 2<sup>nd</sup> Floor Community Room  
Washington, DC 20009

**Contact:** Ebony Fuller  
Contract Specialist  
Department of General Services  
Contracts & Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: 202 698-7912  
Email: [ebony.fuller@dc.gov](mailto:ebony.fuller@dc.gov)

**Solicitation Number:** DCAM-13-NC-0137

## Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage a licensed and registered contractor(s) to provide recycling collection services including all labor, equipment, containers, vehicles, management, recordkeeping, reporting and other services necessary to successfully perform recycling collection services for various District properties listed in Attachment A.

The District intends to award a single contract for each of the Aggregate Award Groups identified below and in Attachment A to the Offeror(s) whose proposal is determined to be the most advantageous to the District.

Aggregate Award Group 1 - DC Housing Authority

Aggregate Award Group 2 –DC Public Libraries

**(Set-Aside for CBE)**

Aggregate Award Group 3 - Municipal Facilities Wards 1, 2, 3, and 4

Aggregate Award Group 4 - Municipal Facilities Wards 5 and 6

**(Set-Aside for CBE)**

Aggregate Award Group 5 - Municipal Facilities Wards 7 and 8

**(Set-Aside for CBE)**

Aggregate Award Group 6 - Organics Pilot Program

**Aggregate Award Groups 2, 4, and 5 are set-aside for those businesses certified as a Certified Business Enterprise (CBE) by the District's Department of Small Local Business Department (DSLBD).** Aggregate Award Groups 1, 3 and 6 have been placed in the open market with a CBE sub-contracting requirement (See Section C.2). Offerors may submit a proposal for more than one (1) Aggregate Award Group.

The contract shall be for a base period of one (1) year from the date of award with four (4) option years.

### A.1 FORM OF CONTRACT

The Form of Contract will be issued by addendum. Offeror(s) should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offeror(s) are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

### A.2 CONTRACTOR'S COMPENSATION

The Contractor will be awarded a fixed unit price contract. The unit prices will be the Contractor's sole method of compensation and as such shall be adequate to cover all of

the Contractor's costs associated with the delivery of the required services. In the event that the District adds additional locations, the Contractor will be paid the fixed unit collection prices contained in Attachment B.

### **A.3 ATTACHMENTS**

Attachment A	Aggregate Award Groups/Service Requirements
Attachment B	Offer Letter and Unit Price Spreadsheet
Attachment C	Disclosure Statement
Attachment D	Tax Affidavit
Attachment E	U.S. Department of Labor Wage Rate Determination Schedule
Attachment F	Living Wage Act Notice and Fact Sheet
Attachment G	First Source Employment Agreement
Attachment H	Past Performance Evaluation Form
Attachment I	Applicable Documents
Attachment J	List of District Approved Material Recovery Facilities (MRF)
Attachment K	Collection Report
Attachment L	Market Report

## **SECTION B STATEMENT OF WORK**

### **B.1 REQUIREMENTS**

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage a contractor(s) to provide recycling and/or organics waste collection services including all labor, equipment, containers, vehicles, management, recordkeeping, reporting and other services necessary to successfully perform recycling collection services for various District properties listed in Attachment A, Aggregate Award Groups/Service Requirements. The District reserves the right to add or remove District facilities.

#### **B.1.1 CONTAINERS**

The Contractor shall provide the number and type of containers to successfully perform the required services for the Aggregate Award Group(s) identified in Attachment A. The Contractor shall ensure that the recycling containers are compatible in all respects including, without limitation, dimensions and loading mechanisms with the collection vehicles which service the containers.

##### **B.1.1.1 Initial**

The Contractor shall deliver the required containers to each location within ten (10) days from the contract award date. The Contractor shall place all required markings, stenciling, or lettering on containers including company ID number, company name, company’s telephone number, and type of material to be collected in the container. The containers will remain the property and responsibility of the Contractor.

### **B.1.1.2 Maintenance, Repair and Replacement**

The Contractor shall maintain all containers free of dirt, debris and sticky substances at all times. The Contractor shall repair or replace containers as necessary to ensure each location maintains the required type and number of containers required. The Contractor shall conduct regular inspection of containers to ensure compliance with the terms and conditions of the contract. The Contractor shall develop a schedule identifying when equipment will be taken-out of service for inspection, maintenance, and audit purposes. When such inspections take place equipment shall be replaced by a similar unit to prevent any disruptions in service.

**B.1.1.2.1** The Contractor shall make changes in the size of containers at a location within five (5) business days of receiving written notice from the Contracting Officer's Technical Representative (COTR).

### **B.1.1.3 Specifications**

All containers shall meet the requirements of the American National Standards Institute, Standard Number Z245.1.

#### **B.1.1.3.1 Hauling Containers**

The Contractor shall ensure that hauling containers including but not limited to utility carts, self-contained rear-end compactors, and front-loaded, closed-top containers conform to the following specifications:

- (a) Be constructed of continuously welded steel with all welds and edges ground smooth;
- (b) Have adequate provision of reinforcement, stiffening, and protection at point of high stress or wear;
- (c) Hold liquids without leaking and be equipped with a drain plug at the bottom on one end;
- (d) Have heavy duty skids or rollers or other devices to keep the bottom of the container off the ground and reduce wear when the container is moved;
- (e) Have tight-fitting doors or lids which shall meet the following specifications:
  - 1. Be attached by means of heavy duty hinges;
  - 2. Be equipped with counterbalance springs wherever necessary to prevent destructive or dangerous overweighing;

3. Be reinforced to prevent bending and warping; and
  4. Completely seal the container to prevent rodents, insects, and other pest from entering.
- (f) Color: Recycling containers shall be blue. Organic (food waste) containers shall be green or green with yellow lids. The Contractor shall ensure that recycling containers at each location are uniform in color and include non-fading pigment with a Pigment Volume Concentration (PVC) of at a minimum of 1 %;
- (g) All cubic yard containers shall include a locking mechanism. The locking mechanism shall be a bar secured gravity controlled unit that can accommodate government furnished padlocks. The locking mechanism can be released once the forks of the front-loading recycling truck upend the container. In this manner, the driver does not exit the vehicle.
- (h) All containers shall have a barcode graphic with programmable data or microchip.

#### **B.1.1.3.2 Supercans**

The Contractor shall ensure that Supercan containers conform to the following specifications:

- a) Supercans shall have wheels and a handle so that they are easily maneuverable and can be pushed and pulled with minimal effort.
- (b) Capacity: Each container must have a capacity of no less than 96 gallons with the lid in the normal closed position and shall be capable of accommodating a working load of 300 pounds exclusive of the weight of the container.
- (c) Dimensions: The outside overall dimensions of the completely assembled container shall not exceed a height of 48 inches, a Width of 31 inches, or a depth of 33 inches.
- (d) Weight: The weight of the complete container when empty shall be approximately 45 pounds.
- (e) Materials: The container shall be constructed of durable polyethylene with a recycled content of at least 25% which minimally meets National Sanitation Foundation Standard No. 21 and shall have an average wall thickness of 0.1 inch.
- (f) Wheels: shall be a minimum of 12" in diameter and shall have a minimum width of 1.75". Wheels shall have semi-pneumatic rubber tires

and self-lubricating bearings. The axle shall be constructed of solid steel with a minimum diameter of 5/8".

- (g) Lid: The lid, when closed, shall have a convex shape, which continuously laps over all the outside edges of the container body. The lid shall be permanently attached with a hinge, and shall be designed so that the container dumping operation can be performed by a hydraulic dumping unit without interference between the lid and the waste material. The container shall be designed to be lifted so that its contents are deposited in the hopper of a standard rear-loading garbage packer truck. Through the use of a latch or other means, the lid must stay securely closed under windy conditions or when the container falls over, and must withstand foraging animals.
- (h) Handle: Each container shall have a handle with a minimum width of 12 inches. No sharp plastic or metal edges shall come in contact with hands using the handle in a normal position.
- (i) Hardware: to prevent rusting, all hardware used on any portion of the container shall be stainless steel, zinc-plated steel, cadmium-plated steel, or galvanized steel. The container when empty shall be capable of maintaining an upright position by withstanding winds of at least 15 mph from any direction.

#### **B.1.1.3.3 Cubic Yard Front End/Rear End Loading**

The Contractor shall provide front end/rear end loading containers with the capacity of two (2), four (4), six (6), and eight (8) cubic yards. The Contractor shall ensure the Cubic Yard Front End/Rear End Loading Containers meet the following specifications;

- (a) Be designed with side pockets to enable the container to be lifted by a hydraulic dumping unit and deposited in the hopper of a standard front-end/rear end loading garbage packer truck.
- (b) Be stationary or it may have wheels; wheeled containers shall be sufficiently immobile to remain stationary in case of incidental contact
- (c) Materials: except for lids, shall be constructed from steel, and shall be capable of holding a full two (2), four (4), six (6), or eight (8) cubic yards, respectively, of material with lids completely closed without bulging, splitting of seams, damage to doors, wheels or casters, or other damage of any kind.

- (d) **Wheels and Casters:** Wheels, if any, must have self-lubricating bearings, shall be attached to heavy-duty casters, and must be able to withstand the wear and tear of nominal container usage.
- (e) **Lid:** Container lids shall be permanently attached on one side with hinges, so that the container dumping operation can be performed without interference between the lid and the waste material as it falls into the hopper. When closed, the lid shall completely cover the inside of the container. Lids may be made of galvanized steel or of polyethylene with a recycled content of at least 25%. Closed lids must be secure enough to remain closed under windy conditions or from disturbance by foraging animals.
- (f) **Other markings:** Dumpster wrap to advertise/promote recycling and food waste composting in high traffic areas will be required. All containers shall list in one easily readable location on the container, detailing of proper use of the container.

#### **B.1.1.3.4 Roll-Off Containers, Non-Compacting**

The Contractor shall provide non-compacting roll-off containers with the capacity of twenty (20), thirty (30), and forty (40) cubic yards. The Contractor shall ensure the non-compacting roll-off containers meet the following specifications;

- (a) Be stationary and capable of being hauled by a standard tilt frame roll-off truck.
- (b) Be open top or have some form of lid or covering.
- (c) Not have attached in any way a compactor of any type.
- (d) Be constructed from steel and capable of holding a level full twenty (20), thirty (30) or forty (40) cubic yards, respectively of material without bulging, splitting of seams, damage to doors, or other damage of any kind.

#### **B.1.1.3.5 Roll-Off Containers, Compacting**

The Contractor shall provide compacting roll-off containers with the capacity of twenty (20), thirty (30), and forty (40) cubic yards compacting. The Contractor shall ensure the compacting roll-off containers meet the following specifications;

- (a) Be stationary and capable of being hauled by a standard tilt frame roll-off truck.
- (b) Be open top or have some form of lid or covering.

- (c) Include some form of mechanical compactor, either attached as part of the container assembly or as an independent unit that may be disconnected from the container for container transport.
- (d) Be constructed from steel and capable of holding a level full twenty (20), thirty (30) or forty (40) cubic yards, respectively of material without bulging, splitting of seams, damage to doors, or other damage of any kind.

#### **B.1.1.3.6 Route Optimization Software, GPS AVL Tracking, and Handheld Barcode Scanner**

The Contractor shall provide the following:

- (a) Route optimization software like RouteSmart® for ArcGIS™, a commercial off-the-shelf software application for ArcGIS route planning; Soft Pak, WAM or similar. Contractor shall arrange for the District's COTR to have a license and supporting technical training on its software platform. This Agreement requires the Contractor to exclusively service only District government sites identified on the pre-established routes. No non-government pulls are allowed on designated trucks collecting from government sites.
- (b) Automatic Vehicle Location/Global Positioning (AVL/GPS) system. Likewise, Contractor shall provide the COTR with access to an Automatic Vehicle Location/Global Positioning (AVL/GPS) system that offers real-time data with the capability to import data to/from the routing/ scheduling database; Radio-Frequency Identification (RFID) technology and
- (c) Barcode scanners to collect information from various types of containers.

### **B.1.2 VEHICLES AND EQUIPMENT**

#### **B.1.2.1 Collection Vehicles**

**B.1.2.1.1** The Contractor shall provide the number and service type including but not limited to rear end, front end, and roll off collection vehicles required to successfully perform the required services for the Aggregate Award Group(s) identified in Attachment A. The Contractor shall provide the following information for each collection vehicle within five (5) days of contract award:

- (a) Make/Model/Year
- (b) VIN number
- (c) Vehicle type (i.e. packer, van, lift gate)
- (d) Service type (i.e. rear end, front end, roll off),

- (e) Capacity, and
- (f) Tag Number

**B.1.2.1.2** The Contractor shall ensure that each vehicle is licensed and registered in accordance with District regulations. The Contractor shall provide the license information for review upon request by the District.

**B.1.2.1.3** The Contractor shall ensure that all collection vehicles have the capacity to communicate in real time with the Contractor's central office and the COTR.

**B1.2.1.3 Maintenance, Repair and Replacement**

The Contractor shall ensure that vehicles are properly maintained and clean, constructed and operated to prevent spillage, and equipped with a dumping mechanism. The Contractor shall repair and replace vehicles as required to ensure the availability of the number of vehicles to successfully perform the required services.

**B.1.2.2 Compactor**

The Contractor shall provide compactors at the locations identified in Attachment A. The Compactors may be permanently secured to containers as one unit or detachable from the actual container. In both cases the Contractor shall inspect each site to determine what type of equipment is required. The Contractor shall ensure compactors contain a pressure gauge.

**B.1.3 COLLECTION AND TRANSFER TO DISTRICT-APPROVED MATERIAL RECOVERY FACILITY (MRF)**

The Contractor shall plan, schedule, coordinate, and collect recycling at each service location listed in the awarded Group(s) in accordance with the Pull Schedule provided in Attachment A. The Contractor shall provide the following:

- (a) Collection: The Contractor shall empty all containers at each location and return the container to its original position. The Contractor shall collect recycling so as not to allow spilling of recycling on private or public property. The Contractor shall be responsible for the cleanup of any spilled recyclable materials resulting from the pick-up within ten (10) feet, of the container. The Contractor shall collect, immediately, all recyclable materials that are dropped by the Contractor or wind-blown to the ground at the pick-up points, on the collection route, or en-route to the material recovery facility. The Contractor shall also immediately pick-up, any recyclables which overflow outside the container at the time of scheduled pick-up and delivery them to the disposal or material recovery facility.

- (b) The Contractor shall collect multi-stream and/or single stream recyclables from District-owned; certain District-managed leased buildings, as well as housing units under this solicitation located in the District or Maryland.
- (c) The Contractor shall recycle the following materials in support of the District's recycling efforts:
  - 1. Mixed office paper, including newspaper and all newspaper inserts,
  - 2. Soft cover publications,
  - 3. Hard-cover books,
  - 4. Paper board and corrugated cardboard,
  - 5. Glass,
  - 6. Plastics,
  - 7. Tin and aluminum metal and
  - 8. Beverage containers and
  - 9. Used toner cartridges, as applicable.
  - 10. Organic (food waste), as applicable (Aggregate Award Group 6)
- (d) The Contractor shall collect and deliver all recyclables to District-approved Material Recovery Facilities (MRF) identified in Attachment J for the purpose of further processing and marketing.
- (e) The Contractor shall not collect trash and recyclables in the same truck compartment. Recyclable materials collection shall be separate and Distinct from trash collections.

**B.1.3.1 Routing Schedule**

The Contractor shall review the locations, size of containers, pull schedule, type of service, vehicle capacity and develop the optimum route or schedule to ensure the most effective and economical collection and processing of recycling.

The Contractor shall develop and provide the COTR with a collection schedule for those locations where a specific Pickup schedule has not been determined. The Contractor shall provide the schedule within ten (10) days of the contract award.

**B.1.3.2 Normal Pickups**

The Contractor shall remove recycling during normal operating hours in accordance with the Pull Schedules provided in Attachment A. Please note there are a number of District agencies that will require Saturday, Sunday, or Federal holiday service, including, but not limited to Department of Parks and Recreation and DC

Public Schools under this solicitation. District will identify all known locations that will require on Saturdays, Sundays, or Federal holidays.

**B.1.3.3 Special Pickups**

Special pickups might be required at several locations under this contract; one example is the Daly Building located at 300 Indiana Avenue, NW. Other locations may also have limits on maximum truck height clearance that will require the Contractor to verify clearances at each pickup site. District will identify all known locations to be serviced under this contract with special requirements. The Contractor must coordinate with the COTR to identify these locations requiring special services within 10 days of contract award.

**B.1.3.4 Open Collection**

The Contractor shall collect and dispose of recycling in standard metal or plastic refuse containers; bundled material; or other material prepared for non-containerized manual collection.

**B.1.3.5 Materials Recovery Facility**

The Contractor shall collect and deliver all recyclables to District-approved Material Recovery Facilities for the purpose of further processing and marketing. The list of District approved MRFs is provided in Attachment J.

**B.1.3.6 Weighing**

The Contractor shall use the Scale Method to weigh recycling with loads of material weighed on certified or District scales. The Contractor shall obtain weight tickets from all District approved MRFs stations.

**B.1.3.7 Markings**

The Contractor shall ensure that all containers have a permanent sticker to be placed in a consistent location and of a height between 2 and 4 inches to denote the type of material to be collected in the container. In addition, the Contractor shall ensure all containers have a microchip or barcode graphic with programmed or programmable data.

**B.1.3.8 Revenue**

The Contractor shall be required to credit the District 85% of the recyclable revenue per ton in excess of a base amount on its monthly invoice during the base year. The credit will decrease five percent (5%) in each option year. The credit schedule shall be as follows:

Base Year	85%
Option Year 1	80%
Option Year 2	75%
Option Year 3	70%
Option Year 4	65%

The base amount will be determined based upon the first month's invoice and reporting documents.

**B.1.4 KEY PERSONNEL AND STAFF**

The Contractor shall provide adequate staff, management and supervision to successfully provide the required services. The Contractor shall at a minimum ensure staff are properly licensed in accordance with District regulations and take appropriate disciplinary action with respect to employees as may be necessary

**B.1.5 REPORTING**

The Contractor shall provide reports including recycling weights in such a fashion that will allow the District to ascertain how facilities are performing on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Recycling Act.

**B.1.5.1 Monthly Reporting**

The Contractor shall report actual net tons recorded at the point-of-entry/scale at the MRF. The Contractor shall submit the following monthly reports on the 5<sup>th</sup> of each month as part of its invoice for payment:

- (a) Collection Report: Report on the number of recycling collections by location consistent with the order shown on Attachment A. The Contractor's Collection Report shall utilize the format provided in Attachment K and include at a minimum the following:
  1. Agency contact
  2. Phone Number
  3. Number of containers
  4. Pull type;
  5. Size of containers;
  6. Collection schedule (days/week);
  7. Number of pulls (Cubic Yards) – actual with route weight tickets (identifying vehicle number), compactor and roll off weight tickets for all applicable sites;
  8. Unit Price;
  9. Total # pulls;
  10. Clear and legible weight tickets
  11. Report should be submitted in electronic form.

(b) Receiving Report: Report on the recycling tonnage recorded at the MRF station scale. The Receiving report shall provide a cumulative total of recycled materials as reported on the individual weight tickets. The Contractor shall submit this report on the Contractor's letterhead.

(c) Market Report: Report of revenue received for market recyclables, name and location of recycling processing facility and amount of rebate, credit or discount due to the District for the following categories: (a) cardboard and paper, (b) commingled items that include glass, plastic and aluminum, and (c) salvage materials (i.e. scrap metal, wood, etc.), and food waste (compostable), as applicable. The Market Report shall be provided in the format provided in Attachment L.

#### **B.1.6 APPLICABLE DOCUMENTS**

Documents applicable to this procurement and incorporated by this reference are provided in Attachment I, Applicable Documents.

#### **B.2 CONFORMANCE WITH LAWS**

The Contractor shall comply with all Federal and District regulations pertaining to the transport, processing, of recyclable materials. Prior to contract start date, the Contractor shall obtain any and all necessary permits, registrations, and licenses required by law for recycling for the jurisdiction in which services are to be performed.

#### **B.3 TRANSITION PLAN**

The Contractor shall develop a Transition Plan that addresses at a minimum the provision of adequate containers, vehicles and equipment, routing schedule, staff and any requirements necessary to completely implement the required services. Upon execution of the contract, the Contractor will have ten (10) days to mobilize services. The Contractors shall begin within thirty (30) days from contract award.

### **SECTION C ECONOMIC INCLUSION**

#### **C.1 PREFERENCES FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES**

**C.1.1 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:

- (a) Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- (b) Five (5) preference points shall be awarded if the Offeror is certified as being a resident business owner.
- (c) Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- (d) Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- (e) 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.
- (f) Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- (g) Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- (h) 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 above, however the maximum number of preference points available is 12 points.

**C.1.2** 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 SLD BE PARTICIPATION**

An Offeror 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 of the contract shall be subcontracted with a firm certified by

Department of Small and Local Business Development as (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) a resident owned business; (v) a longtime business owner; or (vi) a local business enterprise with its principal office located in an enterprise zone.

### **C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS**

At least fifty-one percent (51%) of the Offeror's staff and each subcontractor's employees hired after the Offeror enters into a contract with the Department, or after such subcontractor enters into a contract with the Offeror, to perform the required work, shall be residents of 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, as amended, and all successor acts thereto and the rules and regulations promulgated there under. The Offeror and all subcontractors with contracts in the amount of \$300,000 or more shall be required to comply with the above-referenced D.C. Code provisions, and such compliance requires the Contractor to: (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; and (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month, or as required by the D.C. Code.

## **SECTION D EVALUATION AND AWARD CRITERIA**

**D.1** The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this Section D and the Department's Procurement Regulations.

### **D.2 EVALUATION COMMITTEE**

Each submission will be evaluated by an Evaluation Committee in accordance with this Section D. The Evaluation Committee will prepare a written report summarizing its findings and submit the same to the Contracting Officer. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the Contracting Officer will select the Offeror whose submission is determined to be the most advantageous to the District.

### **D.3 PROPOSAL EVALUATION**

Each proposal will be scored on a scale of 1 to 100 points. In addition, eligible Offerors will receive up to 12 preference points as described in Section C .1 of this RFP. Thus, the maximum number of points possible is 112. Submissions will be evaluated based on the evaluation factors below.

### **D.3.1 Technical Proposal**

Each proposal will be evaluated based on the following technical evaluation factors:

- (a) Technical Approach and Methodology (30 Points)
- (b) Past Performance and Previous Experience (25 Points)
- (c) Technical Expertise and Capacity (20 Points)

### **D.3.2 Price Proposal (25 Points)**

Each Offeror shall submit a bid form substantially in the form of Attachment B, Unit Price Spreadsheet for the Base Year and four (4) Option Years for each of the Aggregate Award Groups the Offeror proposes to provide the required services.

### **D.3.3 Preference Points**

For evaluation purposes, the allowable preferences for this procurement shall be as described in Section C.1.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Offeror's Proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **E.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 in Response to DCAM-13-NC-0137  
Recycling Collection Services”**

### **E.2 DELIVERY OR MAILING OF SUBMISSIONS**

Submissions should be delivered or mailed to:

Department of General Services  
Contracts & Procurement Division  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
Attention: JW Lanum

### **E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS**

Submissions shall be received no later than 2:00 pm EST, on **April 23, 2013**. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

#### **E.4 SUBMISSION SIZE AND ORGANIZATION**

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 in the following separate sections:

##### **E.4.1 General Information and 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 (ies)
  - 3) Size
- (e) Description of the Offeror's existing workload providing recycling Collection services; and
- (f) Provide a list of any contracts that were held by the Offeror where the contract was terminated for any reason (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.

##### **E.4.2 Past Performance and Previous Experience**

The Offeror shall provide the following to demonstrate the Offeror's past performance and previous experience providing recycling and organics collection services, as applicable, similar in size and scope as described in Section B: Offeror's proposal shall describe your firm's experience providing recycling and organics collection services, as applicable. Proposals shall include at a minimum the following:

- (a) A discussion of the Offeror's past performance and previous experience providing collection services similar in size and scope as those described in Section B including a discussion of past successes and lessons learned;

- (b) A list of projects similar in size and scope that the Offeror has completed. The Offeror shall include the following information for each project:
  1. Name of project
  2. Dollar value of the project
  3. Period of performance
  4. Description of the services provided as compared to the requirements contained in Section B of this RFP; and
  5. Verified contact name, phone number and email address.
  
- (c) Past Performance Evaluation forms (Attachment H) completed and submitted for the following:
  1. Offeror - a minimum of three (3) evaluations from projects identified in E.4.2 (a) above;
  2. Offeror's Key Staff – a minimum of one evaluation form for each Key Staff;
  3. Subcontractor - a minimum of one evaluation form for each subcontractor to contribute toward the performance of the required services
  
- (d) Contractor shall provide references from customers operating and/or receiving services utilizing the proposed Automatic Vehicle Location/Global Positioning system, and Radio-Frequency Identification (RFID) technology and barcode scanners.

**E.4.3 Technical Approach and Methodology**

The Offeror shall provide the following to demonstrate the Offeror's technical approach and methodology to provide recycling collection services:

- (a) A discussion of the Offeror's Automatic Vehicle Location/Global Positioning (AVL/GPS) system, Radio-Frequency Identification (RFID) technology, and barcode tracking system to be used in the fulfillment of the contract requirements. The discussion shall include a description;
- (b) A discussion of the Offeror's understanding of the required services including the knowledge of and application of the Applicable Documents (Attachment I).
- (c) A description of the Offeror's recycling containers to be utilized to fulfill the requirements including current inventory by type and additional containers needed. The Discussion should address how the Offeror's containers meet the specifications described in Section B and the maintenance, repair and replacement of containers.
- (d) A description of the Offeror's collection vehicles and equipment to be utilized to fulfill the requirements including current inventory by type and

additional vehicles and equipment needed. The discussion should address how the Offeror's vehicles meet the specifications described in Section B and the maintenance, repair and replacement of vehicles.

- (e) A list of vehicles to be utilized including the following information for each:
  - 1. Make/Model/Year
  - 2. VIN number
  - 3. Vehicle type (i.e. packer, van, lift gate)
  - 4. Service type (i.e. rear end, front end, roll off),
  - 5. Capacity, and
  - 6. Tag Number
- (f) A proposed Routing Schedule for each of the Aggregate Award Groups for which the Offeror proposes to provide the required services including fulfillment of the normal and special pickups;
- (g) A discussion of the Offeror's communication capabilities among vehicles and drivers; and
- (h) Describe any innovative features the Offeror is proposing and the expected benefit of these features.

#### **E.4.4 Technical Expertise**

The Offeror shall provide the following to demonstrate the Offeror's technical expertise to provide the required services:

- (a) A list of key personnel to participate in the delivery of the required services described in Section B.
- (b) An organizational chart showing the project manager and key staff that will be committed to this project;
- (c) Offeror and Subcontractor (s), if applicable, current workload;
- (d) Describe the general experiences of your key staff addressing how each individual's qualifications, skills, and experience relate to the required services and what individual will perform each aspect of the work; and
- (e) A copy of the Offeror's and subcontractors, as applicable, license and registration to provide recycling collection services in the District of Columbia.

#### **E.4.5 Attachments**

Each Offeror must complete and submit the following attachments with their technical proposal:

- (a) Disclosure Form (Attachment C)
- (b) The Offeror shall complete and submit a Tax Certification Affidavit (Attachment D). In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.
- (c) First Source Employment Agreement (Attachment G)

#### **E.4.6 Price Proposal**

The Offeror shall include the completed Offer Letter and Unit Price Spreadsheet (Attachment B) for each of the Aggregate Award Groups for which the Offeror proposes to provide the required services.

### **SECTION F BIDDING PROCEDURES & PROTESTS**

#### **F.1 CONTACT INFORMATION**

For information regarding this RFP please contact:

Ebony Fuller  
Contract Specialist  
Department of General Services  
Contracts & Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: 202-645-0509  
Email: [ebony.fuller@dc.gov](mailto:ebony.fuller@dc.gov)

Any written questions or inquiries should be sent to Ebony Fuller at [ebony.fuller@dc.gov](mailto:ebony.fuller@dc.gov).

#### **F.2 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **April 9, 2013** at 10:00am EST. The conference will be held at the Reeves Center Community Room District's 2000 14<sup>th</sup> Street, NW, 2<sup>th</sup> Floor, Washington, DC 20009. Interested Offerors are encouraged to attend.

#### **F.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 Ebony Fuller at the email address listed in Section F.1 no later than 4:00pm **April 18, 2013**. The person making the request shall be responsible for prompt delivery.

#### **F.4 PROTESTS**

All protests alleging defects in this solicitation shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board ("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 *et seq.*). Protests alleging defects in this solicitation, which are apparent prior to bid openings, 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 later incorporated 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, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department's Chief Contracting Officer ("CCO") with "Protest" labeled on the envelope.

#### **F.5 CONTRACT AWARD**

This procurement is being conducted in accordance with the provisions of the Department's Procurement Regulations Title 27 DCMR Chapter 47.

#### **F.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 the right to distribute or use such information as it determines.

#### **F.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.

#### **F.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 F.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.

#### **F.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.

#### **F.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.

#### **F.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.

#### **F.12 NON-RESPONSIVE PRICING**

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

### **SECTION G INSURANCE**

#### **G.1 REQUIRED INSURANCE**

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

- G.1.1** 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 Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) 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 the contract term.
- G.1.2** Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- G.1.3** 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.1.4** 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 One Million Dollars (\$1,000,000) for each

occurrence for each wrongful act and One Million Dollars (\$1,000,000) from the annual aggregate

**G.2 ADDITIONAL INSUREDS**

Each insurance policy, with the exception of the Workers' compensation 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.3 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.4 STRENGTH OF INSURER**

All insurance shall be placed with insurers 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.