

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

- B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Public Works (the “District”) has a need for solid waste disposal services at an existing licensed and permitted Waste-to-Energy Facility (“WTE Facility”).
- B.2** The District contemplates award of a fixed-unit-price requirements contract with economic price adjustment.
- B.2.1** The District will purchase the requirements of the Department of Public Works for articles or services included herein from the Owner/Operator of the WTE Facility (“Contractor”). The estimated quantities stated herein reflect the best estimates available of the amount of Municipal Solid Waste (MSW) from residential and commercial sectors that are to be collected within the District, transported to the District’s Fort Totten and Benning Road Transfer Stations, and then delivered to the Contractor’s WTE Facility for processing under this Contract. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.2. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
 - b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
 - c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor in accordance with the terms of the contract. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after contract expiration or termination.

B.3 PRICE SCHEDULE

B.3.1.1 BASE PERIOD (January 1, 2016 - December 31, 2020)

Contract Line Item Number (CLIN)	Description	Estimated Annual Quantity	Unit Price per Ton	Estimated Total Price
0001	Tipping Fee – District DPW-delivered Municipal Solid Waste at the Offeror’s Facility	202,000 tons	\$ _____	\$ _____
0002	Disposal Fee – Ash Residue with Processing for Metal Fines Recovery at the Offeror’s Facility or Landfill Facility Insert Weight Reduction Percentage _____ %	_____ tons (calculate and insert tons based on weight reduction percentage)	\$ _____	\$ _____
0003	Alternate Disposal Fee – tipping, processing, and disposal to an Alternate Disposal Facility for any diverted waste	3,900 tons	\$ _____	\$ _____
Subtotal Price – Base Period				\$ _____
0004	Credit to District – Metal Fines Recovery from Ash Residue	5,000 tons	\$ _____	\$ _____
TOTAL ESTIMATED PRICE – BASE PERIOD (0001 + 0002+0003) – (0004)				\$ _____

Notes:

1. Weight Reduction is defined as: (waste mass tonnage processed at WTE Facility – ash tonnage shipped from WTE Facility) / waste mass tonnage processed at WTE Facility.

B.3.2.1 FIRST OPTION PERIOD (January 1, 2021 - December 31, 2023)

Contract Line Item Number (CLIN)	Description	Estimated Annual Quantity	Unit Price per Ton	Total Price
1001	Tipping Fee – District DPW-delivered Municipal Solid Waste at the Offeror’s Facility	202,000 tons	\$ _____	\$ _____
1002	Disposal Fee – Ash Residue with Processing for Metal Fines Recovery at the Offeror’s Facility or Landfill Facility Insert Weight Reduction Percentage _____ %	_____ tons (calculate and insert tons based on weight reduction percentage)	\$ _____	\$ _____
1003	Alternate Disposal Fee – tipping, processing, and disposal to an Alternate Disposal Facility for any diverted waste	3,900 tons	\$ _____	\$ _____
Subtotal Price – First Option Period				\$ _____
1004	Credit to District – Metal Fines Recovery from Ash Residue	5,000 tons	\$ _____	\$ _____
TOTAL ESTIMATED PRICE – FIRST OPTION PERIOD (1001 + 1002+1003) – (1004)				\$ _____

Notes:

1. Weight Reduction is defined as: (waste mass tonnage processed at WTE Facility – ash tonnage shipped from WTE Facility) / waste mass tonnage processed at WTE Facility.

B.3.3.1 SECOND OPTION PERIOD (January 1, 2024 - December 31, 2026)

Contract Line Item Number (CLIN)	Description	Estimated Annual Quantity	Unit Price per Ton	Total Price
2001	Tipping Fee – District DPW-delivered Municipal Solid Waste at the Offeror’s Facility	202,000 tons	\$ _____	\$ _____
2002	Disposal Fee – Ash Residue with Processing for Metal Fines Recovery at the Offeror’s Facility or Landfill Facility Insert Weight Reduction Percentage _____ %	_____ tons (calculate and insert tons based on weight reduction percentage)	\$ _____	\$ _____
2003	Alternate Disposal Fee – tipping, processing, and disposal to an Alternate Disposal Facility for any diverted waste	3,900 tons	\$ _____	\$ _____
Subtotal Price – Second Option Period				\$ _____
2004	Credit to District – Metal Fines Recovery from Ash Residue	5,000 tons	\$ _____	\$ _____
TOTAL ESTIMATED PRICE – SECOND OPTION PERIOD (2001 + 2002+2003) – (2004)				\$ _____

Notes:

1. Weight Reduction is defined as: (waste mass tonnage processed at WTE Facility – ash tonnage shipped from WTE Facility) / waste mass tonnage processed at WTE Facility.

B.4 ALLOWABLE PRICE ADJUSTMENTS

B.4.1 The tipping fee at the offeror's facility; the disposal fee including the processing of ash residue for metal fines recovery at the offeror's Facility or Landfill Facility; and/or the disposal fee at an alternate disposal facility for any diverted waste (collectively, Fees) may be adjusted on an annual basis for any of the following reasons:

a. Adjustment for Governmental Taxes, Surcharges, Fees and the Like:

Fees established under CLINs of this Contract that require payments by the District shall be adjusted to reflect new or increased or decreased municipal, county, state or federally imposed surcharges, taxes, assessments, or fees and the like (collectively, taxes and fees) on solid waste management or disposal which come into effect or are increased or decreased after the date of this Contract and is not already accounted for in the price.

In an adjustment under this EPA provision, this Contract shall not bear a percentage share of the taxes and fees that is disproportionate to the District's average share of the usage of the Facility based upon delivered volume of MSW for the twelve calendar months preceding submission of Contractor's request for price adjustment. Adjustments under this provision shall not be included in the CLIN prices used as a base price for the EPA adjustment made during that same Contract year.

b. Economic Price Adjustment (EPA):

The Applicable EPA Index for this Contract is the "Unadjusted U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average—Services (Other Services)."

Contractor or the District may request that one or more of the Contract Fees be adjusted under this EPA provision when the annual percentage change in the Applicable EPA Index is more than 2% upward or downward in the one-year BLS reporting period immediately preceding the Contract year. For purposes of Fee adjustments pursuant to this EPA provision, Contract years in the base period and option periods commence on the anniversary date of the Contract, including Contract years for adjustments to partially or incrementally awarded option periods.

Adjustments under this provision B.4.1.b shall be determined for a Contract Year by multiplying the Contract Fee in effect for the previous Contract Year by the Adjustment Percentage. The Adjustment Percentage for each Contract Year shall be the ["Unadjusted percent change" for the one-year CPI-U reporting period ending the full month before the first day of the new Contract Year.

The Contract Years for this EPA provision are measured from the anniversary of the award date of the Contract. The Contractor may not request and the District will not agree to any economic price adjustment for the first base year of the Contract. Entitlement to adjustments for all other Contract years and the Adjustment Percentages shall be determined based upon the edition of the Applicable EPA Index published in the month preceding the first day of the Contract year.

B.4.2 The Contractor shall submit a detailed request for a price (Fee) adjustment, including Fee adjustments initiated by the District, to the Contracting Officer for each Fee as applicable in which Contractor must demonstrate the appropriate amount of the adjustment. The District will define the acceptable supporting documents required for a price adjustment to be considered. If the parties agree on the Fee adjustment amount, the Contracting Officer will issue a modification to the contract reflecting the agreement by the parties to the price adjustment.

Fee Adjustments under this section B.4 shall be made for complete Contract years, but the District shall not adjust any of the Fees for the first Base Year. In order to be entitled to an upward adjustment in Fees for any Contract year, Contractor must submit its detailed request for annual fee adjustment(s) within 30 days after the start of the applicable Contract year or by an extended submission date granted in writing by the CO. All adjustments under B.4 shall be for the complete Contract year, except when necessary to accommodate a partially-awarded option year.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia (“District”), Office of Contracting and Procurement on behalf of the Department of Public Works (DPW) has a need for solid waste disposal services to be performed at a licensed and permitted Waste-to-Energy Facility (“WTE Facility”) beginning on January 1, 2016. Disposal is defined as the acceptance of Municipal Solid Waste (MSW) by a permitted and licensed WTE Facility and includes the processing of the District’s DPW-delivered MSW into energy, the processing of residual ash to collect all metal fines for recycling and the final disposal of the residual ash into a permitted and licensed Landfill Facility as a waste or alternative daily cover. Alternatively, reuse of the ash into a legally approved product is encouraged.

C.2 APPLICABLE DOCUMENTS

While providing services under this contract, the Contractor shall hold and maintain compliance with all applicable laws and regulations issued by local, state, and federal solid waste management, air emissions and water (groundwater, surface water and stormwater) laws and regulations governing operation of the WTE and Landfill Facilities. Other regulations may be applicable as required by local, state and federal agencies and jurisdictions.

C.3 DEFINITIONS

- C.3.1** Licensed and Permitted WTE Facility – A facility licensed and permitted by the state in which it operates to process solid waste into energy. The facility must be compliant with all applicable state, local and federal waste management, air emissions and water (groundwater, surface water and stormwater) regulations.
- C.3.2** Licensed and Permitted Landfill Facility – A facility licensed and permitted by the state in which it operates to dispose of solid waste, ash residue, non-processable waste and/ or other waste materials. The facility must be compliant with all applicable state, local and federal waste management, air emissions and water (groundwater, surface water and stormwater) regulations. Other regulations may be applicable as required by local, state and federal agencies and jurisdictions.
- C.3.3** Acceptable Waste (to be defined by Contractor)
- C.3.4** Unacceptable Waste (to be defined by Contractor)
- C.3.5** Municipal Solid Waste (MSW) – When used in this Contract, MSW includes mixed combustible solid waste from residential and commercial sectors that are collected within the District and transported to the District’s Fort Totten and Benning Road Transfer Stations. Mixed combustible MSW includes, but is not limited to the following items: household trash/garbage, paper, plastic, metal, glass, yard waste, food waste, tires, and other materials that can be burned.

The residential sector areas that generate MSW that is transported to the District's transfer stations include, but are not limited to the following sources: single family homes, apartments, resident drop-offs, street and alley cleaning activities, special events, and public litter cans, etc.

The commercial sector areas that generate MSW that is transported to the District's transfer stations include, but are not limited to the following sources: office buildings, businesses, restaurants, schools, hospitals, cemeteries, non-profit organizations, District Agency buildings and facilities, and Federal Agency buildings and facilities, etc.

MSW for the purpose of this contract excludes non-combustible waste from residential, commercial, construction, institutional and medical sectors. Non-combustible MSW includes, but is not limited to the following items: dirt, grit, stones, rock, rubble, concrete, and bulky wastes, etc. Non-combustible MSW also excludes source-separated recyclables, construction and demolition debris (C&D) and hazardous waste.

C.4 BACKGROUND

The District currently operates two (2) solid waste transfer station facilities, Fort Totten and Benning Road. The Fort Totten Transfer Station is located at 4900 John McCormack Road, NE, Washington, DC 20011. The Benning Road Transfer Station is located at 3200 Benning Road, NE Washington, DC 20019. The estimated annual tonnage that will require acceptance of delivery and processing at the WTE Facility is 202,000 tons of the District's DPW-delivered MSW.

The actual tonnage disposed of at the current waste-to-energy facility in Fairfax, Virginia for the three previous fiscal years and current fiscal year through June 30, 2014 is as follows:

Year	Amount Disposed (tons)	Amount Rejected (tons)
2011	214,221	0
2012	214,426	0
2013	199,062	0
2014 thru 6/30/14	141,474	0

C.5 REQUIREMENTS

C.5.1 The Contractor shall operate a licensed and permitted WTE Facility that shall receive and accept the District's DPW-delivered MSW and convert the waste into either: (1) an energy form, such as electricity or (2) an energy product, such as ethanol.

C.5.1.1 Contractor shall process residual ash to collect all metal fines for recycling and shall dispose of the residual ash at a licensed and permitted Landfill Facility as a waste or alternative daily cover; or reuse of the ash into a legally approved product. Contractor shall provide monetary credits to the District for metal fines recovered from ash residue from the District's DPW-delivered MSW. The amount of the credit provided for metal

finer recovery to the District shall be calculated based on the proportional amount of District waste to the Contractor's overall annual volume. For example if the District's waste makes up 25% of the Contractor's overall annual volume of waste, the Contractor shall provide 25% of the metal fines recovery for each month as a credit to the District on the monthly invoice.

- C.5.1.2** The Contractor's WTE Facility shall have a documented, minimum weight reduction percentage of 65%.
- C.5.1.3** The Contractor's WTE Facility shall have established operating protocol including operating hours, days of operations, days the facilities are closed and by-pass contractual arrangements in the event that the WTE Facility cannot process the District's DPW-delivered MSW. Upon contract award and during the term of the contract, the Contractor shall provide the CA the above referenced information and notify, as soon as practical, the CA if there are any changes to the operating protocol and operational information. The District's Transfer Stations currently operate as follows:
- Fort Totten – Monday through Friday, 4:00 AM – 6:00 PM and Saturday, 4:00 AM – 4:00 PM;
 - Benning Road – Monday through Friday, 4:00 AM – 4:00 PM and Saturday after Holidays, 4:00 AM – 4:00 PM.
 - Other circumstances outside of the District's control may require District Transfer Stations to operate longer hours, which may require the Contractor's WTE Facility to provide extended operational hours.
- C.5.1.4** The Contractor's WTE Facility shall have the capacity to accept and process short-term increases in the District's DPW-delivered MSW tonnage due to a natural or manmade disaster. A short-term increase shall be considered a 25% volume increase equating to approximately 50,000 tons in any contract year. The WTE Facility shall also have the ability, upon reasonable notice from the District, to extend operating hours for the receipt of materials under such conditions.
- C.5.1.5** During the term of the contract, the Contractor shall provide the CA any changes to the list of acceptable and unacceptable waste, the operating protocols and primary points of contacts at the WTE Facility (initially provided with its proposal) and shall update the submissions for any future changes to such information.
- C.5.1.6** During the term of the contract, the Contractor shall provide a Monthly Report to the CA that summarizes, at a minimum, (a) inbound tonnage of the District's DPW-delivered MSW, (b) outbound tonnage of ash residue, (c) outbound tonnage for metal fines recovery, and (d) the overall weight reduction percentage for the month. Scale tickets for the metal fines recovery shall be included as listed attachments to the Reports. This information shall also be tabulated over the year to create an Annual Report to the CA. The Monthly Report shall be due by the 10th of each month or with the monthly invoice whichever is provided sooner, and the Annual Report shall be due by January 31st.

- C.5.1.7** During the term of the contract, the Contractor shall provide the CA an Environmental Compliance and Nuisance Complaint Summary. This Summary shall be generated from air emissions and water quality data reported in regulatory reports for governing federal, state and local entities and authorities, as well as from information received from nuisance complaints regarding the facility's operations. The Contractor shall state the nature and corrective measure for any and all citations, notices of violations or complaints, as this may impact the WTE Facility's or Landfill Facility's ability to operate. After the initial submission with the Contractor's proposal, the Environmental Compliance and Nuisance Complaint Summary shall be due by January 31st of each Contract year.
- C.5.1.8** The Contractor's WTE Facility shall have been in commercial operation for at least 3 years and shall be located within a 50-mile geographic radius (one-way hauling) of the Fort Totten and Benning Road Transfer Stations.
- C.5.1.9** The Contractor's WTE Facility, the Landfill Facility, and any alternate disposal facility must be licensed and permitted by the state in which it resides to operate and to dispose of solid waste, ash residue, and/or other waste materials. The facility must be compliant with all applicable federal, state, municipal and other local governmental bodies licensing, permitting and similar requirements for business operations and for waste management, air emissions and water (groundwater, surface water and stormwater) as well as regulations for any of these purposes. Other regulations may be applicable as required by local, state and federal agencies and jurisdictions.
- C.5.2** At the beginning of each contract year, the District will inform the Contractor in writing of the names of the firms authorized to haul MSW on behalf of the District for the purposes of disposal at the Contractor's WTE Facility.
- C.5.2.1** The Contractor shall provide the District access to its WTE Facility for deliveries of MSW during the WTE Facility's normal receiving hours. The Contractor shall continuously maintain the access routes at the WTE Facility by all means necessary (e.g. stabilized construction entrances with stone during times of precipitation) to allow continuous service for the acceptance of the District's DPW-delivered MSW.
- C.5.2.2** The Contractor shall provide reasonable alternative means of access if the access route to the WTE Facility becomes impassable for any reason.
- C.5.3** If and to the extent events or circumstances beyond the Contractor's reasonable control, excluding routine, planned maintenance, cause the WTE Facility to be unable to accept any of the District's DPW-delivered MSW, the Contractor must redirect or divert the District's DPW-delivered MSW to another disposal facility contracted by the Contractor without notice and shall be responsible for related costs in accordance with C.5.3.1 and C.5.3.2.
- C.5.3.1** The Contractor shall pay disposal costs (including tipping, processing, and disposal) at the alternate disposal facility and include the costs of those redirected or diverted tonnages in the monthly billing to the District at the alternate disposal fee price stated in this Contract.

- C.5.3.2** The Contractor shall reimburse the District for any reasonable increased costs billed by its designated hauler related to the increased hauling from those redirected or diverted tonnages. The price for hauling will be as stated in the existing District Contract #CW20202 or successor hauling contracts for MSW. The District shall not incur any portion of the increased hauling costs related to the diversion of the MSW shipments. The District will deduct such costs from payments owed to the Contractor and provide the Contractor documentation of the deductions.
- C.5.4** If and to the extent events or circumstances within the Contractor's reasonable control, including routine, planned maintenance, cause the WTE Facility to be unable to accept any of the District's DPW-delivered MSW, the Contractor may redirect or divert the District's DPW-delivered MSW to another disposal facility contracted by the Contractor with reasonable advance notice to the CA and shall be responsible for related costs in accordance with C.5.4.1 and C.5.4.2.
- C.5.4.1** The Contractor shall pay disposal costs (including tipping, processing, and disposal) at the alternate disposal facility and include the costs of those redirected or diverted tonnages in the monthly billing to the District at the lower price of either: the disposal fee price at the Contractor's WTE Facility/Landfill Facility in this Contract or the alternate disposal fee at the alternate disposal facility in this Contract.
- C.5.4.2** The Contractor shall reimburse the District for any reasonable increased costs billed by its designated hauler related to the increased hauling from those redirected or diverted tonnages. The price per mile for this hauling will be as stated in the existing District Contract #CW20202 or successor hauling contracts for MSW. The District shall not incur any portion of the increased hauling costs related to the diversion of the MSW. . The District will deduct such costs from payments owed to the Contractor and provide the Contractor documentation of the deductions.

SECTION D: PACKAGING AND MARKING

Not applicable.

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 11 years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.6 in accordance with the following:

SOW Section	Deliverable	Format/Method of Delivery	Due Date
C.5.1.2	Operating Protocols and any updates	Written correspondence with hard copy and electronic PDF copy to CA	Ongoing during term of contract
C.5.1.4	List of acceptable and unacceptable waste and any updates	Written correspondence with hard copy and electronic PDF copy to CA	Ongoing during term of contract
C.5.1.5	Monthly and Annual Reports	Written correspondence with hard copy and electronic PDF copy to CA	10 th of each month or with the monthly invoice; January 31 st , respectively
C.5.1.6	Environmental Compliance and Nuisance Complaint Summary	Written correspondence with hard copy and electronic PDF copy to CA	January 31 st

Solicitation: Doc173543

WASTE TO ENERGY FACILITY

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in paragraph 35(e) of clause 35 of the 2010 SCPs (Attachment J.1) that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to paragraph 28(e) of clause 28 of the 2010 SCPs.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE SUBMITTAL

G.1.1 The Contractor shall submit proper invoices on a monthly basis as specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Department of Public Work
Accounts Payable
2000 14th Street, NW, 6th Floor
Washington, DC 20009
Telephone 202-671-2300

G.1.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- G.1.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.1.2.2** Contract number and invoice number;
- G.1.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.1.2.4** Credit to District against earned amounts for Metal Fines recovered (CLINs 0004 et al.): Total dollar amount of credit for *Metal Fines* for the period supported by the most recent Monthly Report per C.5.1.5; quantity of *Metal Fines* recovered for the period; scale tickets supporting the recovery quantities for the period; unit price per ton; and the monthly period, by start and end dates, that Contractor recovered the credited fines.
- G.1.2.5** Other supporting documentation or information, as required by the Contracting Officer;
- G.1.2.6** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.1.2.7** Name, title, phone number of person preparing the invoice;
- G.1.2.8** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.1.2.9** Authorized signature.

G.2 ORDERING

- G.2.1** Any supplies and services to be furnished under this contract must be ordered by the District as stated in this section. Such orders may be issued during the term of this contract.
- G.2.2** With the exception noted in this section G.2.2, the services to be furnished under this contract are ordered by award of the contract or of an option period, and issuance of a Purchase Order. During an awarded contract period, Contractor shall deliver the services as the needs present themselves during operation of the WTE Facility, an alternate facility, or Landfill Facility. MSW processing services and ancillary services required by contract section C.5 shall be provided upon delivery by DPW, through its hauling contractor(s) of MSW to the WTE Facility during the term of the contract, including option years. For required support of its payment invoices Contractor shall document each presentment of MSW to the WTE Facility (order) as required by the contract.
- G.2.3** All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in paragraph (e) of clause 35 of the 2010 SCPs .
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

The District will pay the contractor on a monthly basis based on the unit prices listed in section B.3 – Price Schedule.

G.5 CONTRACTING OFFICER (CO)

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

Gena Johnson
Office of Contracting and Procurement
2000 14th Street, NW, 6th Floor
Washington, DC 20009
Telephone: 202-671-2205
E-mail address: gena.johnson@dc.gov

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G.6 CONTRACT ADMINSTRATOR (CA)

The address and telephone number of the CA is:

Stephen T. Lezinski
Associate Administrator, Chief of Disposal
DPW, Solid Waste Management Administration
4900 John F. McCormack Road NE, Washington, DC 20011
Tel. (o): (202) 698-4692
Tel. (c): (202) 438-8353
Fax: (202) 576-6780
Email: Stephen.Lezinski@dc.gov

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 14, dated 7/25/14, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a

\$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

6. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$2,000,000 in coverage per incident and \$2,000,000 aggregate.

B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- D. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- E. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- F. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against

the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.4 ESTIMATED QUANTITIES

I.4.1 It is the intent of the District to secure a contract for all of the needs of the Department of Public Works for receiving and processing the MSW which may occur during the contract term. The District agrees that it will purchase its requirements of the services included herein from the Contractor. Services specified herein have a history of repetitive use in the District agency. The estimated quantities stated in this RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.4.2 Estimated quantities of the Contract have been prepared based on historical tonnage records and/or in consideration of best available information regarding the potential for: service population increases, waste generation increases, changes to collection and recycling practices, and changes to laws. The estimated quantities have been determined to be fair and reasonable for the services of the Contract.

I.5 CANCELLATION CEILING

In the event of cancellation of the contract because of nonappropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of **zero dollars** representing reasonable reproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.6 DISPUTES (Interim PPRA Version, July 2011) (Delete Article 14, Disputes, of the Standard Contract Provisions for District of Columbia Government Supplies and Services Contracts, July 2010, and substitute this provision I.6, Disputes):

I.6.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.6.2 Claims by a Contractor against the District:

Claim, as used in paragraph I.6.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.6.2.1 All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- I.6.2.1.1** A description of the claim and the amount in dispute;
 - I.6.2.1.2** Data or other information in support of the claim;
 - I.6.2.1.3** A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - I.6.2.1.4** The Contractor's request for relief or other action by the CO.
- I.6.2.2** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- I.6.2.3** The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- I.6.2.4** The CO's written decision shall do the following:
 - I.6.2.4.1** Provide a description of the claim or dispute;
 - I.6.2.4.2** Refer to the pertinent contract terms;
 - I.6.2.4.3** State the factual areas of agreement and disagreement.
 - I.6.2.4.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - I.6.2.4.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - I.6.2.4.6** Indicate that the written document is the CO's final decision; and
 - I.6.2.4.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.6.2.5** Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
 - I.6.2.5.1** If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

I.6.2.5.2 Liability under Paragraph I.6.2.5.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

I.6.2.6 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.6.3 Claims by the District against a Contractor:

I.6.3.1 Claim as used in paragraph I.6.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.6.3.2 The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

I.6.3.2.1 The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

I.6.3.2.1.1 Provide a description of the claim or dispute;

I.6.3.2.1.2 Refer to the pertinent contract terms;

I.6.3.2.1.3 State the factual areas of agreement and disagreement;

I.6.3.2.1.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.6.3.2.1.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.6.3.2.1.6 Indicate that the written document is the CO's final decision; and

I.6.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.6.3.3 The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

I.6.3.4 Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement

I.6.3.5 The authority contained in this clause I.6.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

I.6.3.6 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

I.6.4 Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

I.6.5 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.7 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

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

- (1) Contract document (Page 1 and Sections B through J)
- (2) Standard Contract Provisions
- (3) Contract attachments other than the Standard Contract Provisions
- (4) RFP, as amended
- (5) BAFOs (in order of most recent to earliest)
- (6) Proposal

I.8 PRE-AWARD APPROVAL – MULTI-YEAR CONTRACT

In accordance with D.C. Official Code § 2-352.02(a) and §1-204.51(c), the Council of the District of Columbia must approve an award of any contract that has term extending beyond twelve (12) months.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision NO. 14, dated 7/25/14
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"

Solicitation: Doc173543
WASTE TO ENERGY FACILITY

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

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR §1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the contracting officer may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of section 1632.1.

L.2 PROPOSAL ORGANIZATION AND CONTENT

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

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

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

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

L.2.4.1 Technical Proposal

The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

The offeror shall include the following in its proposal in the following labeled Sections:

Part A. Technical Approach

- (i) Provide confirmation that the Contractor's WTE Facility is located within a 50-mile geographic radius (one-way hauling) of the Fort Totten and Benning Road Transfer Stations. Provide the physical address of the WTE Facility.

- (ii) Provide a description of how the District's DPW-delivered MSW will be accepted and processed at the WTE Facility (from acceptance through processing).
- (iii) Describe the measures taken by the Contractor to continuously maintain the access routes at the WTE Facility by all means necessary (e.g. stabilized construction entrances with stone during times of precipitation) to allow continuous service for the acceptance of the District's DPW-delivered MSW.
- (iv) Provide a list of acceptable and unacceptable wastes at your WTE Facility and the landfill facility.
- (v) Describe the WTE Facility's operating protocol including operating hours, days of operations, days the facilities are closed and by-pass contractual arrangements in the event that, from time to time, the WTE Facility cannot process the District's DPW-delivered MSW. In this description, please indicate your lead time to notify the WTE Facility's customers of planned outages.
- (vi) Describe circumstances in which the District's DPW-delivered MSW would be diverted to an alternate disposal facility and how the Contractor would provide notice, communicate, track material volumes, assure reimbursement of the District for its hauling costs (e.g., by applying offsets in Contractor's monthly invoices), etc.
- (vii) Provide a description of how the ash residue will be processed. Describe the processes used for recovery of metal fines as well as final disposal. Include all necessary local, state, and federal licenses and permits for the landfill facility that accepts the ash residue.
- (viii) Provide a description of any innovative or alternative beneficial uses for the ash residue that will be implemented at the WTE Facility or Landfill Facility.

Part B. Technical Capabilities

- (i) Provide a copy of the offeror's business license.
- (ii) Provide a comprehensive list in tabular format of all necessary local, state, and federal operating and/or environmental licenses, permits and the like and delineate in the table the regulating entity, the current dates of issuance and expiration, and the full name and number of each. This information is also required for the Landfill Facility that accepts the ash residue.
- (iii) Describe the extent to which the WTE Facility: (1) can accept and process the annual estimated 202,000 tons of the District's DPW-delivered MSW; and (2) can accept and process short-term increases in tonnage due to natural or manmade disasters. A short-term increase shall be considered a 25% volume increase equating to approximately 50,000 tons per year.
- (iv) Provide the percentage of weight reduction the District will receive from the WTE

Facility's processing of the District's DPW-delivered MSW into energy that is equal to or greater than the minimum weight reduction percentage is 65%. Provide 3-years of data that supports the weight reduction percentage.

- (v) Provide the normal schedule for receiving waste and any rules or regulations applicable to drivers making deliveries at the WTE Facility.
- (vi) To demonstrate continuous compliance with solid waste management, air emissions and water (groundwater, surface water and stormwater) regulations, please provide the WTE Facility's past 3-years air emissions and water discharge reports (including the most recent reports) provided to the relevant federal, state and local authorities.
- (vii) Describe the environmental controls for air emissions and water discharges used at the WTE Facility. Describe the maintenance requirements and performance intervals for such controls.
- (viii) Describe the offeror's ability to sustain and/or increase the weight reduction percentage over the next 1-5 years and beyond through WTE Facility upgrades and improvements that are geared toward industry Best Available Technology (BAC) standards. Identify in the proposal, by title and date, the BAC standards offeror is citing and relying upon. Provide a similar description regarding the offeror's ability to maintain and improve environmental controls that are geared toward industry Best Available Control Technology (BACT) and similarly identify the BACT(s) that offeror utilizes.

Part C. Past Performance

- (i) Provide annual volumes of trash processed in your WTE Facility over the last 5-years and projections for the next 5-years. Provide similar information for the disposal of ash residue at the Landfill Facility.
- (ii) Provide contact information (contact name, client name, email address, and phone number) for at minimum three clients, preferably municipal clients, for which the offeror provided similar solid waste disposal services during the past three years. The District will contact the references to obtain past performance evaluations.
- (iii) List any citations or notices of violation ("violation notices") received or fines levied for violating any local, state or federal agency requirements and standards related to the operation of your WTE Facility within the last 3-years. Identify on the list the governmental body that issued each violation notice and the current status of the violation notices.

L.2.4.2 Price Proposal

Explain in detail the bases for Offeror's pricing of each of the following components in the Proposal, including specifically the factors identified below in this section. In section B.3, Offerors are instructed that prices for all base and option periods should be the

same as the price for the first base year because annual price increases for all base and option years will be provided according to the EPA clause at section B.4. If Offeror submits prices for base years after the first year or for option periods/years that are different than the priced for the first base year, explain in the Price Proposal why the prices for later base and/or option periods are not the same as prices for the first base year and explain in detail the pricing assumptions and the price components that are increased (including by how much).

- A. The offeror shall include a tipping fee in its price proposal for the per ton charge to accept and process the District's DPW-delivered MSW into energy at the WTE Facility.
- B. The offeror shall include a weight reduction percentage of their WTE Facility and calculate the resulting tonnage for disposal of the ash residue.
- C. The offeror shall include a disposal fee in its price proposal for the per ton charge to dispose of the ash residue, that includes the processing for metal fines recovery.
- D. The offeror shall include an alternate disposal fee (inclusive of tipping, processing, disposal) for the per ton charge to dispose of Provide disposal fee for alternate site for any diverted waste to an alternate disposal facility.
- E. The offeror shall include a credit on a per ton basis to the District for the revenue derived from the metal fines recovery from the District's DPW-delivered MSW. Based on the estimated volume of District waste to be delivered to the Contractor's facility, indicate the proportional percentage of the offeror's annual volume that will be used in determining the amount of metal fines recovery to be provided to the District on a monthly basis.
- F. For informational purposes only, please indicate if the per ton charge to accept and process the District's DPW-delivered MSW includes a fee from the WTE Facility's host jurisdiction and state the amount and description of that fee.

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals.

L.2.6 The offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the

solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

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

L.4.1.2 The District shall not accept or consider for award paper, telephonic, telegraphic, or facsimile proposals.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the District's E-Sourcing system before the closing time. **(PLEASE NOTE: DO NOT USE MICROSOFT INTERNET EXPLORER VERSION 9 TO UPLOAD THE ATTACHMENTS).**

L.4.2 Withdrawal or Modification of Proposals

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

L.4.3 Late Proposals

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

L.4.4 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective offeror should submit questions no later than 5 days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than 5 days before the date set for submission of proposals. The District will furnish responses

via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and

other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to the Contracting Officer.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR §1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

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

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;

- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth above, the offeror must demonstrate in its proposal, to the satisfaction of the District, that it satisfies the specific special responsibility requirements stated below that an offeror must satisfy in order to be eligible for the competition:

- (a) Operates a WTE Facility for the acceptance and processing of District DPW-delivered MSW that possesses all licenses, permits and the like required by cognizant federal, state, and local governmental bodies.
- (b) Operates a WTE Facility that has the operational capability for recovery of metal fines from the ash prior to ash disposal.
- (c) Contracts with or controls a licensed and permitted landfill facility for the disposal of ash residue.
- (d) Operate a WTE Facility that meets or exceeds the minimum weight reduction requirement of 65% from incoming MSW to outgoing ash residue (excluding metal fines recovery).

L.18.2 Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

- (a) License and Permits for the WTE Facility and landfill facility including documentation for metal fines recovery.
- (b) Annual volumes of trash processed in your WTE Facility over the last 5-years and projections for the next 5-years from Annual Reports.
- (c) Process efficiency data for the WTE Facility for achieving the minimum of 65% weight reduction requirement from incoming MSW to outgoing ash residue (excluding metal fines recovery) and exceeding the minimum weight reduction requirement for the last 3-years.

- (d) Written Summary of all citations or Notices of Violation for the WTE Facility and landfill facility for the last 3-years.
- (e) Air Emissions and Water (groundwater, surface water and stormwater) Discharge Annual Reports for the WTE Facility and landfill facility for the last 3-years.
- (f) Written Summary of all Notices of Violation for the air emissions and water discharge for the WTE Facility and landfill facility the last three years.
- (g) Documentation of host fee, including the annual amount, if such a fee is imposed by the local jurisdiction.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (60 Points Maximum)

The order of importance of these technical factors, at M.3.1.1, M.3.1.2, and M.3.1.3, and of the subfactors within each factor are provided in the evaluation points, with a higher number of points indicating more importance in the evaluation.

M.3.1.1 Technical Approach (20 points)

- A. The offeror's WTE Facility is located within a 50-mile geographic radius (one-way hauling) of the Fort Totten and Benning Road Transfer Stations. Also, the offeror has provided an acceptable approach for receiving, accepting and processing of the District's DPW-delivered MSW, for processing of the ash for metal fines recovery and for the disposal of the residual ash, including outlining the circumstances causing waste to be diverted or rejected. **[5 Points]**
- B. The offeror has established operating protocols including proper and timely notification measures to the District and by-pass contractual arrangements at other waste management facilities in the event that the WTE Facility cannot process the District's DPW-delivered MSW. **[5 Points]**
- C. The offeror demonstrates the ability to continuously maintain the access routes at the WTE Facility by all means necessary to allow continuous service for the acceptance of the District's DPW-delivered MSW. **[5 Points]**
- D. Provide a description of any innovative or alternative beneficial uses for the ash residue that will be implemented at the WTE Facility or Landfill Facility. **[5 Points]**

M.3.1.2 Technical Capability (30 points)

- A. The offeror currently operates a Licensed and Permitted WTE Facility, has or contracts with a licensed and permitted Landfill Facility and has hours of operation that meet the needs of the District. **[5 Points]**
- B. The offeror can accept and process a short-term increase in tonnage due to a natural or manmade disaster of an estimated 25% volume increase equating to approximately 50,000 tons per year. **[10 Points]**
- C. The offeror operates a WTE Facility that meets or exceeds the minimum weight reduction requirement of 65% from incoming MSW to outgoing ash residue (excluding metal fines recovery). **[5 Points]**
- D. The offeror has environmental controls in place and has demonstrated its compliance with air emissions and water regulations. **[5 Points]**

- E. The offeror can sustain and/or increase the weight reduction percentage over the next 1-5 years and beyond through WTE Facility maintenance, upgrades and improvements; and can maintain and improve environmental controls. **[5 Points]**

M.3.1.3 Past Performance (10 points)

- A. The offeror has satisfactorily provided similar solid waste disposal services to municipal and non-municipal clients. **[3 Points]**
- B. The offeror has demonstrated its capacity to handle the volume of MSW anticipated to be delivered by the District to its WTE Facility and disposed of at a Landfill Facility. **[4 Points]**
- C. The offeror has consistently operated and contracted with facilities that are consistently in compliance with federal, state and location license and permitting requirements; and environmental requirements. **[3 Points]**

M.3.2 PRICE CRITERION (40 Points Maximum)

The price evaluation will be objective. The offeror with the lowest total price for the base and option periods as stated in section B.3 will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are

small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12)

points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

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

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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