

2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>OPR09000785</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>09/29/2009</b>	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY CAO Procurement Management 327 Ford Bldg. Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2214 ext.	CODE	CPM	8. ADDRESS OFFER TO (If other than item 7)
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**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in (NO HAND CARRIED) See Sec. L.2 until 2:00 PM local time 10/29/2009  
(Hour) (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Christine Stewart	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 226-2757	C. E-MAIL ADDRESS
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**OFFER (Must be fully completed by offeror)**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I)	10 CALENDAR DAYS ( % )	20 CALENDAR DAYS ( % )	30 CALENDAR DAYS ( % )	CALENDAR DAYS ( % )
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. U.S. HOUSE OF REPRESENTATIVES <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

**IMPORTANT - Award will be made on this Form or by other authorized official written notice.**

<b>Line Item Summary</b>	<b>Document Number</b> OPR09000785	<b>Title</b> Compost Hauling	<b>Page</b> 2 of 19
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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0001	Compost Hauling Services	(01/01/2010 to 12/31/2010)	0.00	ea	\$ _____	\$ _____
	Period of performance will be for 12 months with three one year options. (dates are for place holder purposes only and will be adjusted upon award)					
0002	Compost Hauling Services - Option 1	(01/01/2011 to 12/31/2011)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0003	Compost Hauling Services - Option 2	(01/01/2012 to 12/31/2012)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0004	Compost Hauling Services - Option 3	(01/01/2013 to 12/31/2013)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF OBJECTIVES

#### 1. Objective

The U. S. House of Representatives, Office of the Chief Administrative Officer (CAO), seeks to obtain services for hauling organic matter generated from House food service operations and Capitol Hill offices to one, or more composting facilities in the Washington, D.C. metropolitan area.

#### 2. Background

The U.S. House of Representatives' recycling program includes the collection of organic matter from both the food service operations and offices located on Capitol Hill. Some of the food waste and organic matter collected will be processed through a waste pulper to reduce the volume and weight for transportation to a composting facility (see below C.4).

#### 3. Scope

This effort is limited to transporting organic matter from the U.S. House of Representatives' office buildings - Ford, Longworth, Rayburn and Cannon - to composting facilities in the Washington, D.C. metropolitan area.

#### 4. Description of Work

Pickup details are as follows-

Ford Office Building  
 Food Service waste  
 Unpulped material  
 Maximum 15 toters  
 Toters to be provided by vendor

Longworth Office Building  
 Food Service waste  
 Pulped material  
 Maximum 15 toters  
 Toters to be provided by vendor

Rayburn Office Building  
 Organic office waste  
 Unpulped material  
 Maximum 10 toters  
 Toters to be provided by House

Cannon Office Building  
 Organic office waste  
 Unpulped material  
 Maximum 10 toters  
 Toters to be provided by House

The following requirements apply to the contracted hauling services:

- The organic hauling contractor will provide daily pickups. See Section 6 for pickup details.
- Pickup operations are to occur at approximately the same time each day during normal business hours for the House
- Trucks making pickups from the loading docks of the House office buildings must meet the following minimum clearances: 11 feet high, 9 feet wide and 20 feet long. Curbside pickup may be utilized if the trucks do not conform to the size limits. Transportation of the toters to curbside is the responsibility of the contractor.
- The contactor will maintain all licenses and insurance required for the transportation of organic waste in Washington, D.C., Maryland and Virginia.
- Contractor is responsible for verifying that any compost facility that is used is properly licensed.

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--The contractor shall have knowledge of and adhere to all U.S. House of Representatives' physical security protocols (see Attachment J.1 - Off-site Inspection Center Instruction).

--Contractor to provide containers for House use at the Ford and Longworth buildings. The House will provide totes at the Cannon and Rayburn locations.

--The contractor shall be responsible for clean-up and removal of any spillage or littering caused by its operation

--The contractor shall be responsible for appearance and maintenance of its trucks and furnished equipment.

--The House reserves the right to inspect all pickup, transportation and delivery operations to composting facilities.

--Contractor shall provide the weight of the daily pickup of all material from the House sent to the compost facility.

--If a composting facility is unavailable, use of a municipal waste facility and the applicable per ton fees is authorized to be invoiced with prior notification.

--Contractor to identify the composting facility where material is to be taken in their response to the RFP. The House is to be notified in writing if a different composting facility is used.

#### 5. Cost Proposal

Contractor shall detail all costs including tipping fees in this bid. Contractor shall provide cost proposals as follows for consideration:

Scenario 1 - Pickups Monday - Friday. Time of pickup to be mutually determined.

Scenario 2 - Pickups Tuesday - Saturday. Time of pickup to be mutually determined.

Scenario 3 - Pickups Monday - Friday. Morning pickups with an additional pickup on Friday after 3 pm.

#### 6. Location of Work

U.S. House of Representatives in Washington, D.C. with travel to one or more composting facilities in the Washington, D.C. metropolitan area.

#### 7. Delivery Vehicle Inspection Requirements

All vehicles and contents used by the Contractor which enter or leave United States Government property during performance of work under this Contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See Attachment J.1, Off-Site Inspection Center Instructions.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend from date of award through 12 months.

F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT MAY 2001

- a. The House may extend the term of this contract up to three (3) times for a period of 12 months each.
- b. The total duration of this contract, including the exercise of any options under this clause shall not exceed four (4) years.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

- a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.
  - (1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:
    - (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;
    - (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
    - (c) Of the cause(s) relied upon for imposing suspension;
    - (d) Of the extent and effect of the suspension; and
    - (e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
  - (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
  - (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

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(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(1) Referring to the notice of proposed debarment;

(2) Specifying the reasons for debarment;

(3) Stating the period of debarment, including effective dates; and

(4) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

#### F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

#### F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP) FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES FEBRUARY 2005

a. Contracting Officer (CO):

CAO Procurement Management  
Room 327 Ford House Office Building  
U.S. House of Representatives  
Washington, DC 20515  
Telephone: (202) 225-2921  
Fax: (202) 226-2214

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.
3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

AS DESIGNATED BY THE CO.

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.
2. Additional responsibilities of the COR are as follows:

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- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

AS DESIGNATED BY THE CO.

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

**G.3 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE FEBRUARY 2005**

a. The contractor shall identify the authorized contractor representative (ACR), and provide the following information:  
Name, Title, Address, Phone, Fax, E-mail

b. The ACR shall provide periodic status reports to the COR. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

**G.4 HC.7.003 INVOICES FEBRUARY 2005**

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at [www.house.gov/finance](http://www.house.gov/finance) for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

- Contractor Name, Address, and Phone Number
- Name of Contractor Point of Contact
- House Contract Number
- Task/Delivery Order Number (as appropriate)
- Invoice Number
- Invoice Date
- Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

- Contract Line Item Number (CLIN)
- Period of Performance
- Brief Description of Item
- Quantity Delivered
- Unit Price
- Extended Price

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Total Price of all deliverables contained on Invoice  
Payment Terms, if appropriate (Example: 2% 10 - Net 30)

- d. The House does not pay federal, state or local taxes unless mandated by law.
- e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

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**SECTION H -- SPECIAL CONTRACT REQUIREMENTS**

**H.1 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001**

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**H.2 HC.8.006 NEWS RELEASES MAY 2001**

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

**H.3 HC.8.016 GOVERNMENT LIABILITY AUGUST 2002**

Consistent with the Federal Tort Claims Act (28U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Vendor's personnel or damage to the Vendor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

**H.4 HC.8.001 INSURANCE MAY 2001**

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- b. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- c. Other insurance as directed by the contracting officer.

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**SECTION I -- CONTRACT CLAUSES**

**I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001**

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

**I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001**

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

**I.3 HC.9.003 DISPUTES MAY 2001**

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

**I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001**

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

**I.5 HC.9.007 ORDER OF PRECEDENCE MARCH 2002**

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

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I.6 HC.9.009 COMPLIANCE WITH ALL LAWS

JUNE 2002

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

I.7 HC.9.012 TERMINATION

JUNE 2002

The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the contractor. In such event, contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

I.8 HC.9.015 HOUSE RULES

MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

Attachments

J.1 - Off-Site Inspection Center Instruction

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Current staffing document.
- c. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- d. Key point of contact (POC) list and telephone number.

K.2 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within \_\_\_\_\_calendar days after receipt of the offer.

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

#### Administrative and Price Proposal.

- (1) "Section A of RFP" - Offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules" - Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer.
- (3) "Section G Contract Administration"- Offeror shall complete the required sections of Section G.
- (4) "Section K-Representations, Certifications, and Statements of Offerors"-Offeror shall complete the required clauses of Section K.
- (5) Technical Proposal - specifications must comply with Section C. Offeror shall describe overall approach to providing services in accordance with specifications herein.
- (6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and demonstrated financial capability sufficient to provide resources to finance day-to-day operations for this service.
- (7) Offeror shall provide references for three current or recent (within three years) customers, preferably in the public sector.

### L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Proposals are due by 2:00 p.m. EST Thursday, October 29, 2009. Offerors shall submit one (1) original to CAO Procurement Management, 327 Ford House Office Building, Washington, D.C. 20515, and one electronic version in MS Word or PDF format to Christine.stewart@mail.house.gov with a copy to Lawrence.toperoff@mail.house.gov. Proposal packages shall clearly identify firm name and address and the solicitation number.

Receipt of the electronic version by the deadline date and time will satisfy the submission requirements. The hard copy by mail should be received within one week of the submission deadline. No hand carried proposals will be accepted, and no facsimile proposals will be accepted.

Questions concerning this RFP must be submitted in writing via email to Christine.stewart@mail.house.gov and the deadline for receipt of all questions is 2:00 p.m. EST Monday, October 19, 2009. Questions and answers will be published in an amendment to the solicitation.

### L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is in the best interest of the House or it is received before award is made, and it:

- (a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or
- (b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or
- (c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

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(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to award this contract to the offeror whose proposal best meets the requirements as stated in the RFP. This will be based on an integrated assessment of the evaluation factors described below. All evaluation factors are considered equal in importance.

#### Evaluation Criteria

The criteria that will be used in the evaluation of each offeror's proposal will include management approach, past performance, and pricing; each are equally weighted. Details on the each criterion follow:

#### Technical / Management Approach

The offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the statement of objectives.

Note: Offerors whose services or products are misrepresented during the solicitation phase, who are subsequently awarded a contract, will be subject to the penalty provisions of the contract.

#### Past Performance

- a. Provide current customers, in performing this service or services similar in scope; include contact names, phone numbers and effective dates.
- b. Provide a general description of your company and its structure, including overall capabilities and financial stability.

#### Cost of Services Offered

Proposed pricing will be evaluated to determine if the price is reasonable, realistic, and affordable.

### M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is in its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510

**OFF-SITE INSPECTION CENTER INSTRUCTION**

All packages must have the following information on the shipping label or recorded next to the label: U.S. House of Representatives' Purchase Order/Contract Number, Deliver to: (Recipient's name, office, building, room number, and telephone number)

All delivery vehicles will be required to report to the Off-Site Inspection Center for the U.S. Capitol Police located at 4700 Shepherd Parkway SW, for inspection, before proceeding to the Capitol Building via the North Barricade on Constitution Avenue, NE, the loading dock of the Senate Office Buildings located on D Street, NE, the loading dock for the Ford House Office Building on Virginia Avenue, SW, or the Delaware Avenue, SW, access point for the Rayburn, Longworth, and Cannon House Office Buildings loading docks.

No deliveries will be accepted unless the vehicles have been processed at the Off-Site Inspection Center. The hours of operation for the Off-Site Inspection Center are 5:00 AM to 2:00 PM., Monday through Friday. The facility is closed on all 10 Federal Holidays unless specifically noted. All delivery personnel will be required to provide picture identification and be processed through the National Crime Information Center (NCIC).

In order to gain access to the loading dock for the Capitol and the House and Senate Office Buildings, you are required to have a letter on file with the United States Capitol Police. The letter must be on company letterhead accompanied by signature of the owner, president or manager. Please print or type the names in alphabetical order of persons requesting access. Requests for access must be renewed once per year and should contain the following information:

1. Name of the Company
2. Name of the Drivers/Employees Requiring Access
3. Social Security Number for each Driver/Employee
4. Date of Birth for Each Driver/Employee
5. Building(s) to be Accessed
6. Company Contact Person and Phone Number

The above information is to be provided to:

United States Capitol Police  
Off-Site Inspection Center  
4700 Shepherd Parkway SW  
Washington, D.C. 20032  
Fax: 202 226-0571

Any questions can be directed to Off-Site Inspection Center during business hours at 202 226-0905.