

**DC GREEN FINANCE AUTHORITY
REQUEST FOR PROPOSAL**

Executive Recruiting Services

RFP #2019-DCGB-04-03

The DC Green Finance Authority d/b/a DC Green Bank is soliciting proposals from qualified Executive Recruiting firms to provide **assistance in interviewing and hiring an Executive Director/CEO for the DC Green Bank.**

Interested parties can view a copy of the RFP at www.dcgreenbank.org/

Key Dates

RFP Release Date:	Tuesday, October 22, 2019
Questions Submitted by	Wednesday, November 6, 2019
Questions Answered	Friday, November 8, 2019

Proposal Due Date:	Wednesday, November 13, 2019 4:00 PM EST
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Primary Contact

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Section A – Introduction

A.1 Introduction

- A.1.1.** The DC Green Finance Authority (“GFA”) is an independent authority of the District of Columbia Government (the “District”) and operates as a corporate body with a legal existence separate from the District. The Authority does business as, and is commonly referred to as, the DC Green Bank. The DC Green Bank is governed by an eleven-member Board of Directors appointed in accordance with D.C. Law 2-142, D.C. Official Code §1-523.01(e) and D.C. Law 22-155, D.C. Official Code § 8-173.01 et seq. Its day-to-day operations are managed by the Board of Directors (“Board”) and staff at the Department of Energy & Environment, at the direction of the Board, until an Executive Director/Chief Executive Officer (CEO) is appointed.
- A.1.2.** DC Green Bank is seeking an Executive Recruiting Firm that will assist the DC Green Bank in interviewing and hiring an Executive Director/CEO for the DC Green Bank. The Executive Recruiting Firm will help DC Green Bank on the logistics of interviewing and hiring an Executive Director/CEO. This includes but is not limited to reviewing applications and recommending top candidates for interview and selection; reference checking and telephone or in-person interviews; developing questions for interviews and conducting interviews; notifying candidates who have been eliminated from further consideration.
- A.1.3.** The DC Green Bank anticipates awarding a Firm Fixed Price (FFP) Contract with a flat-fee contract.

A.2 Questions

- A.2.1.** If a prospective Offeror has any questions relative to this RFP, the Offeror must submit the questions in writing to DCGreen.Bank@dc.gov.
- A.2.2.** Questions must be received no later than 5:00 PM EST, Wednesday November 6, 2019. DC Green Bank will not consider any questions received after this date and time.
- A.2.3.** DC Green Bank will furnish responses promptly via the DC Green Bank website, www.dcgreenbank.org, if DC Green Bank deems a response necessary for Offerors to prepare a complete and accurate proposal, or if the lack of a copy of the response would be prejudicial to any other prospective Offeror.

[End of Section A]

Section B – General Information

B.1 Background

B.1.1 DC Green Finance Authority

The DC Green Finance Authority seeks an Executive Recruiting Firm which will assist the DC Green Bank in interviewing and hiring an Executive Director/CEO for the DC Green Bank. The District is the first city in the United States to establish a green bank with local public funds. The DC Green Bank is expected to help fulfill the \$1.5 billion in investment needed to meet the District’s energy efficiency, Renewable Portfolio Standard, and Sustainable DC Goals, and help expand the local green economy. The Green Bank will directly benefit District residents, businesses, nonprofits, the local economy, and the environment.

Capitalized with public purpose dollars, the DC Green Bank will use the initial capitalization to form and support public private partnerships that attract and accelerate private investment for clean energy and energy efficiency projects in the District. Additionally, the Green Bank will complement existing efforts, including DC’s Sustainable Energy Utility (SEU) and Property Assessed Clean Energy (PACE) financing, and continue to advance the District as a national and international leader in innovative energy and environmental solutions.

Mission Statement: To contribute to the District’s Sustainable DC goals by using public purpose funds to attract private sector investment in order to accelerate sustainable projects and programs.

Purpose: To meet the city’s sustainability and resilience goals, reduce carbon emissions and install clean energy systems, reduce resident’s utility costs, create jobs and spur economic growth, and improve energy infrastructure resilience.

Products: The DC Green Bank anticipates finance products being launched in the Spring/Summer of 2020. Initial products being considered include:

1. Residential energy efficiency revolving loan fund;
2. Commercial/multi-family loan with credit enhancement provided through co-lending or loan loss reserve structure;
3. Gap financing for community solar¹ and green construction projects; and
4. DC Commercial-PACE financing.

¹ “Community solar” or “Community net metering” means a billing arrangement under which the monetary value of electric energy generated by a community renewable energy facility and delivered to the electric company’s local distribution facilities is used to offset electric energy charges accrued during a subscriber’s applicable billing period. D.C. Official Code § 34–1501(9A).

B.1.2 Statement of Public Purpose

The GFA shall serve a public purpose and shall make investments in sustainable projects and programs that contribute to the health, education, safety, and welfare of District residents by reducing the causes of, and mitigating the adverse effects of, climate change; reducing air, water, and other pollution; protecting and conserving natural resources; reducing energy costs in the District; promoting energy efficiency; and otherwise achieving the objectives established in the Comprehensive Energy Plan developed by the Department of Energy & Environment.²

The Green Finance Authority is established to “increase the use of private funds for sustainable projects and programs by offering and promoting the use of loans, loan guarantees, credit enhancements, bonds, or other financing mechanisms for sustainable projects and programs,” as defined in the Green Finance Authority Establishment Act of 2018 (D.C. Law 22-155; D.C. Official Code § 8-173.01 et seq.) (hereinafter the “GFA Legislation”),³ to “increase private investment in clean energy, clean transportation vehicles and infrastructure, clean water, stormwater management, energy efficiency, water efficiency, and green infrastructure projects in the District.”⁴

[End of Section B]

² CleanEnergy DC Omnibus Amendment Act of 2018 (“Omnibus Act”), D.C. Act 22-583, effective on May 22, 2019.

³ GFA Legislation, Sec. 201(b), D.C. Official Code § 8-173.21(b).

⁴ GFA Legislation, Preamble, Lines 2-4.

Section C – Scope of Work

C.1 General Requirements

C.1.1 Pursuant to the Green Finance Authority Establishment Act of 2018, effective August 22, 2018, as amended (D.C. Law 22-395; D.C. Official Code § 8-173.23), the District of Columbia (“District”) established the DC Green Finance Authority, commonly referred to as the DC Green Bank. The mission of the DC Green Bank is to attract and accelerate private investment for clean energy and energy efficiency financing to help the District achieve our Clean Energy DC and greenhouse gas reduction goals.

C.1.2 The DC Green Finance Authority, d/b/a DC Green Bank, is seeking an Executive Recruiting Firm which will assist the DC Green Bank in interviewing and hiring an Executive Director/CEO for the DC Green Bank. The Executive Director/CEO will be the face of the DC Green Bank, representing the organization in public forums, the media, and the District community. The Executive Director/CEO will also be the first staff person of the DC Green Bank. They will be responsible for leading the new organization through its start-up phase, establishing its brand and reputation, and hiring its critical first set of staff.

The Executive Recruiting Firm will advise the DC Green Bank on:

1. Receiving and reviewing applications and recommending top candidates for interview and selection;
2. Reference checking and telephone or in-person interviews;
3. Developing questions for interviews and conducting interviews;
4. Negotiating contract, salary, benefits, and other employment requirements on behalf of, and in consultation with, the Board of Directors;
5. Notifying candidates who have been eliminated from further consideration.

C.2 Applicable Documents

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Title	Date	Location
1	The Energy Efficiency Financing Act of 2010, effective May 27, 2010, as amended (D.C. Law 18-183; D.C. Code, 2001 Ed. § 8-1778.01 et seq.) (the “PACE Act”)	Latest	https://code.dccouncil.us/dc/council/laws/18-183.html
2	Green Finance Authority Establishment Act of 2018	Latest	https://legiscan.com/DC/text/B22-

			0257/id/1808126/Washington D_C_-2017-B22-0257-Enrolled.pdf
3	Clean Energy Omnibus Amendment Act of 2018	Latest	https://legiscan.com/DC/text/B22-0904/id/1833946/Washington D_C_-2017-B22-0904-Enrolled.pdf
4	DC Green Bank Website	Latest	https://dcgreenbank.org/
5	DOEE DC Green Bank Website	Latest	https://doee.dc.gov/greenbank
6	DC Green Bank Info One Pager	11/29/18	https://doee.dc.gov/sites/default/files/dc/sites/ddoe/service_content/attachments/GREEN-BANK-PUBLIC-ONE-PAGER.pdf
7	DC Green Bank Report, prepared by Coalition for Green Capital	4/3/17	https://doee.dc.gov/sites/default/files/dc/sites/ddoe/service_content/attachments/20170403_Green%20Bank%20Technical%20Report%20for%20DOEE_FINAL.pdf

C.3 Definitions

C.3.1 The terms below are defined as follows:

C.3.1.1 **Contract** – the contract(s) awarded pursuant to this RFP (if any).

C.3.1.2 **Contracting Officer or CO** – Contracts will be entered into and signed on behalf of the DC Green Bank only by contracting officers. The Contracting Officer for the Contract is to be determined.

C.3.1.3 **Contractor** – the Offeror(s) selected by the DC Green Bank for a contract award pursuant to this RFP.

C.3.1.4 **Green Bank** – A green bank is a fiscally-sustainable, innovative policy tool that jurisdictions use to finance projects that create green jobs, expand solar power, lower energy costs, and reduce greenhouse gas emissions. Green banks are capitalized with public funds, which are then used to offer loans, credit enhancements, and other financing services to close funding gaps for clean energy projects. The goal of a green bank is to accelerate the deployment of clean energy technology by leveraging private investment, removing upfront costs, and increasing the efficiency of public dollars.

C.3.1.5 **PACE** – Property Assessed Clean Energy financing.

- C.3.1.6 **DC Sustainable Energy Utility (DCSEU)** – A private contractor to the District that develops, coordinates, and administers programs for the purpose of promoting the sustainable use of energy in the District. D.C. Official Code § 8–1773.01(19)
- C.3.1.7 **REDF** – Renewable Energy Development Fund. D.C. Official Code § 34–1436
- C.3.1.8 **SETF** – Sustainable Energy Trust Fund. D.C. Official Code § 8–1774.10
- C.3.1.9 **Renewable Energy Portfolio Standards** – a regulatory mandate to increase the procurement of energy from renewable sources. D.C. Official Code § 34–1432
- C.3.1.10 **Solar Energy** – radiant energy, direct, diffuse, or reflected, received from the sun at wavelengths suitable for conversion into thermal, chemical, or electrical energy, that is collected, generated, or stored for use at a later time. D.C. Official Code § 34–1431(14)
- C.3.1.11 **Solar Energy System** – Energy generation systems in the District of Columbia that convert solar energy into thermal or electrical energy, including solar photovoltaic and solar thermal.
- C.3.1.12 **Solar Energy Programs** - one or more of a wide variety of solar energy services, including financial rebates, technical assistance, product installations, consumer information or other services, items, or conditions. Programs often offer incentives, generally monetary, or financing to encourage the participation in the program. The offer of an incentive or financing is intended to overcome one or more barriers that keep the individual from installing a Solar Energy System on their own.

C.4 Deliverables

- C.4.1 The Contractor will work with the Board, staff, as well as DC Green Bank’s designated HR committee hereinafter referred to as “HR Committee”. The HR Committee is the advisory body made up of one or more members (or designees) of DC Green Bank Board of Directors designated to advise and administer a recruitment and selection process. In general, one individual Point of Contact (Chair of the HR Committee) organizes the HR Committee’s efforts and communicates with the Contractor.

Pre-recruitment Phase:

The Contractor will not be responsible for this phase. The Board will be executing this phase which includes developing an accurate and enticing job description and a recruitment strategy, process and timetable for completion of the work in consultation with the Contractor. A draft DC Green Bank Executive Director/CEO position

description will be provided to the Contractor once it is finalized.

Recruitment Phase:

Services required shall include:

1. Solicit input from the Board, or a sub-committee (“HR Committee”), through meetings and/or interviews to understand the role, responsibilities, qualifications and appropriate experience needed for the position in order to assess qualified applications.
2. Develop a timetable for completion of the work in consultation with the Board’s HR Committee.
3. Receive applications and provide a list of candidates with the most promising qualifications and recommend potential candidates for interview to the Board’s HR Committee for:
 - a. Phone interviews
 - b. Other preliminary screenings
4. Prepare and provide HR Committee a written summary for candidates with the most promising qualifications.
5. Evaluate candidates with the most promising qualifications by conducting in-depth reference checks with individuals who are or have been in a position to evaluate the candidates’ performance on the job.
6. Request demographic voluntary self-identification information from candidates with the most promising qualifications.
7. Verify the educational histories of the finalists for the position. Suggest any recommended additional background investigation for completion by the Board. (The Board understands that in conducting the search process and the reference and educational background checks, the Contractor will rely on information given to it by sources, candidates, references and private contacts, and that the Contractor does not warrant the veracity of such information. Information available to the Contractor that may assist in determining veracity and completeness will be provided by the Contractor to the HR Committee.)
8. Through these reference checks, ascertain the strengths and personal characteristics that would qualify each candidate for the position. Include areas in which the HR Committee should delve deeper during the interview process.
9. Continue to monitor the diversity of the candidate pool throughout the process. Be prepared to complete any additional work necessary to complete an appropriately diverse pool of finalists.
10. With HR Committee input, design and finalize the interview process, interview questions, panel makeup, scheduling, etc. Provide criteria, rubric, and forms for note taking and evaluation.
11. Provide scenario assignments and evaluation rubric, if applicable, for final candidates.
12. Participate in interviews, if the Board desires.

13. Coordinate candidates' participation in interviews with Committee members' schedules and by making travel arrangements, including transportation, hotel reservation, scheduling and expense reimbursement, if required. Although candidate travel reimbursements shall not be included in the resultant contract costs, the preliminary arrangements are included as services, as noted herein, to be provided by the Contractor.
14. Coordinate and reserve location for interviews or web-conferencing services for any remote interviews.
15. Attend meetings with the HR Committee and the Board as needed, assist in the preparation of agendas for meetings, and guide the HR Committee through a critical evaluation process of candidates.

Post- Recruitment Phase:

1. Debrief with the HR Committee following interviews and consider additional candidates, if required.
2. Notify applicants who are not selected.
3. Assist HR Committee in negotiating offers of employment and transitioning new employee into the position.

C.5 Contractor Qualifications

C.5.1 To be considered for award of the Contract(s), the Offeror(s) must, at a minimum, meet the following qualifications and criteria:

- (a) **Organization:** Describe the organization's history, mission, and current or past projects that demonstrate the organization's capacity to achieve the project's goals. Provide a statement of relevant qualifications, experience, and expertise in providing the Executive Search Services identified in this RFP.

This section should be limited to one page. To provide further information, the Respondent can reference its website or attach an organizational brochure or a resume.

- (b) **Key Personnel:** Responses must identify the key team members for the project and provide brief biographies or their resumes. Include names and titles of each individual who will be providing the Executive Recruiting Services, and descriptions of each individual's relevant experience. Identify who will have primary responsibility for contact and communications with the DC Green Bank.
- (c) **References:** Responses must include references from at least three (3) clients of the firm, and preferably clients who have utilized the firm for matters related to Executive Recruiting Services. The references must include a contact person, a full address, and a phone number.

[End of Section C]

Section D – Specific Contract Provisions

D.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”) shall apply to the Contract, with the following modifications:

- (a) the “District” shall mean the DC Green Bank

- (b) Sections 9 (Indemnification), 35 (51% District Residents New Hires Requirement and First Source Employment Agreement), and 45 (Subcontracting Requirements) of the SCP shall not apply to the Contract.

To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

D.2 Term of Contract

- D.2.1** The term of the Contract will be from the date of contract award through March 31, 2020.

D.3 Option to Extend the Term of the Contract

- D.3.1** The DC Green Bank may extend the term of the Contract as necessary given recruiting schedule or unanticipated delays, 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 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.

D.4 Continuity of Services

- D.4.1** The Contractor recognizes that the services to be provided under the Contract are vital to the DC Green Bank and must be continued without interruption and that, upon contract expiration or termination, a successor (either DC Green Bank or another contractor), may at DC Green Bank’s option, continue to provide these services. To that end, the Contractor will be required to:
 - (a) Cooperate fully with DC Green Bank and any successor contractor to affect an orderly and efficient transition to the successor contractor.
 - (b) In conjunction with DC Green Bank and the successor contractor, develop a comprehensive transition and succession plan, which plan shall be submitted to DC Green Bank’s Contracting Officer for review and approval.
 - (c) Provide transition services for up to 90 days after the expiration of the Contract (the “Transition Period”).

(d) The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

D.4.2 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (non-at-risk fee) specified in the Contract

D.5 Performance

D.5.1 The DC Green Bank desires to obtain complete and satisfactory performance in accordance with the specifications and requirements of this RFP. To this end, the DC Green Bank is contracting for the complete performance of services identified in Section C and reserves the right to assess deductions for nonperformance. The DC Green Bank considers inadequate performance to be as undesirable as non-performance, as the cost of correcting inadequate performance may equal or exceed the cost of initial performance.

D.5.2 The average daily rate calculated from the fixed-price amount for the services of the Contractor as set forth in the Contract shall be used to calculate deductions. This rate shall be multiplied by the number of productive and administrative days needed by DC Green Bank to complete the task.

D.6 Insurance

D.6.1 General Requirements

The Contractor at its sole expense shall procure and maintain, during the entire period of performance, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the DC Green Bank, giving evidence of the required coverage prior to commencing performance. 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 DC Green Bank. 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia and the DC Green Bank.

The Government of the District of Columbia and the DC Green Bank shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability

insurance) as an additional insured for claims against the Government of the District of Columbia or the DC Green Bank related to the Contract, with the understanding that any affirmative obligation imposed upon the insured by this Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the DC Green Bank in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance under the Contract by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the DC Green Bank with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the DC Green Bank in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontractors, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of the Contract (including the tort liability of another assumed in the Contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the DC Green Bank of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

3. 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.
4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District or the DC Green Bank. The policy shall provide a limit of \$1,000,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
7. Umbrella or Excess Liability Insurance – The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$3,000,000 per occurrence. All liability coverage must be scheduled under the umbrella and that the combined limits of the above required policies should be no less than \$3,000,000 aggregate. However, for contracts under \$100,000, Contractor may instead provide evidence satisfactory to the DC Green Bank with respect to the services performed that it carries \$1,000,000 in Umbrella and Liability Insurance.
8. DURATION - The Contractor shall carry all required insurance until all contract work is accepted by the DC Green Bank and District of Columbia, and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.

All insurance required by this paragraph D.6.1 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia and the DC Green Bank.

D.7 Confidentiality of Information

- D.7.1** The Contractor shall keep all information relating to any employee or customer of the District and the DC Green Bank in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records. Exception: the Contractor may disclose such information to subcontractors who require this information to perform under the Contract and have signed confidentiality agreements that protect this information in accordance with the terms of the Contract.

D.8 Freedom of Information Act

- D.8.1** The District of Columbia Freedom of Information Act, D.C. Official Code § 2-532 (a-3), requires DC Green Bank to make available for inspection and copying any record produced or collected pursuant to a DC Green Bank contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the DC Green Bank. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the DC Green Bank FOIA Officer. If DC Green Bank receives a request for a record maintained by the Contractor pursuant to the Contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The DC Green Bank FOIA Officer will determine the releasability of the records. The DC Green Bank will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

D.9 Indemnification

- D.9.1** The Contractor shall defend, indemnify and save harmless DC Green Finance Authority, its directors, officers, agents, employees, and other representatives and, as applicable, the District of Columbia (each an “Indemnified Party”), from and against any and all losses, expenses (including, without limitation, reasonable attorneys’ fees and costs), liabilities, judgments, demands, claims and damages of any kind arising from or relating to or as a consequence of any act, omission, neglect, breach or default of the Contractor, its agents, employees, or its subcontractors in connection with the Contract.
- D.9.2** The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and shall survive the termination of the Contract. DC Green Finance Authority agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall, at its own expense, control the defense or settlement of such claim with counsel satisfactory to DC Green Finance Authority, provided that Contractor

shall not settle any claim which imposes upon an Indemnified Party any obligation, or in any way prejudices the rights of an Indemnified Party, without the Indemnified Party's prior written consent. In addition to other remedies available to DC Green Finance Authority, DC Green Finance Authority may withhold or retain monies due or to become due to the Contractor under the Contract to satisfy any outstanding claim which DC Green Finance Authority may have against the Contractor.

[End of Section D]

Section E – Submission Instructions

E.1 Proposal Format

The DC Green Bank is requesting proposals from communication firms interested in providing certain communications services beginning on date of contract award through March 31, 2020, with an option of extension as set forth in Section D.3.1.

E.1.1 Submission Requirements

Each proposal shall be submitted via email to DCGreen.Bank@dc.gov, with “DCGB-2019-04-03-Recruting-OFFEROR NAME” in the subject line. Printed hard copies are not required.

All proposals must be submitted on 8.5” x 11” paper and typewritten. Proposals must be letter-sized with 1” margins, double-spaced. There is no page limit. Telephonic and telegraphic proposals will not be accepted.

E.1.2 Proposal Submission Schedule

The Request for Proposal will be open for a period of 21 days with a closing date for receipt of Proposals of **Wednesday, November 13, 2019 by 4:00 PM (EST)**.

E.1.3 Contract Administrator/Contact Information

Jay Wilson
Program Manager, DC Green Bank
Office of Chief of Staff
Department of Energy & Environment
Government of the District of Columbia
1200 First Street NE, 5th Floor
Washington, DC 20002
Phone: 202-535-2266
Email address: jay.wilson@dc.gov

E.2 Proposal Content

The Offeror, in their proposal, shall, as a minimum, include the following:

E.2.1 Cover Sheet

A cover sheet including the information specified below:

Offeror

- (a) Organization submitting proposal
- (b) Organization street address with zip-plus-four code (or PO Box)
- (c) Federal Tax Identification Number (EIN)
- (d) DUNS number (obtain at <http://fedgov.dnb.com/webform>)
- (e) Contact person for project – name, telephone, and e-mail

Contract Information

- (f) Name of the contract for which you are applying and the RFP number
- (g) Brief one-paragraph project summary

Authority to Apply

- (h) Date and signature of authorized representative, printed name, title, and email of that person

E.2.2 Approach

Describe your approach to the Scope of Services above. Include the following in the Approach section:

1. A detailed plan for conducting a time-sensitive search for the DCGB Executive Director/CEO position. Include a detailed description of the strategies and tactics your firm will use to ensure a smooth and successful search process.
2. Description of how this plan fits the DC Green Bank’s needs.
3. An example of the average timeline for the applicant review and interview process. Identify the steps/phases necessary to complete the process and the time allotted for each phase.
4. Any technology that would be applied to aid the search process.
5. Capacity and capability to provide assistance to the HR Committee during the interview process. Examples of assistance include, but may not be limited to, assisting with correspondence between applicants, nominators and nominees and coordinating between applicants, nominators, nominees and the HR Committee.
5. Methodology for screening candidates at various stages of the process. Identify specific methodologies regarding interviewing platforms at each stage (video conference, in person, telephone, etc.) and how it produces the most viable candidates.
6. Description of your commitment to diversity, including the recruitment and placement of women and minority candidates.

7. Confidentiality policies as applied to a search process.
8. Information regarding any guarantee and replacement policy.

E.2.3 Organization, Size, Structure, and Areas of Practice

If the Offeror is a firm, it should describe its organization, size, structure, areas of practice, and office location(s). Indicate if the firm is a small or minority/owned business or DC Certified Business Enterprise (CBE).

E.2.4 Recruiting Qualifications

The Offeror should have experience in performing Executive Recruiting Services for similar governmental and/or private organizations for the DC market or surrounding areas.

The Offeror should describe the qualifications of staff and other key personnel to be assigned to the project. Descriptions should include:

- (a) Professional and education background of each staff member.
- (b) Overall supervision to be exercised.
- (c) Prior experience of the staff member with respect to the required experience listed above. Only include resumes of staff likely to be assigned to the project. Education, years and types of experience, and continuing professional education will be considered.

E.2.5 Price

The Offeror shall submit an hourly fee schedule and a travel budget, if applicable, with an estimated total fee for the year. The hourly rates for all personnel shall include all project-related cost, including but not limited to:

- (a) Labor
- (b) Fringe benefits
- (c) Equipment, including any required specialty software
- (d) Supplies
- (e) Any other expenses, except travel, including, but not limited to, administrative, overhead, and profit.

The billable rates quoted will be applicable to the term of the Contract, including any option periods, and will not be subject to increase or alteration. The proposed billing rate should not be higher than the billing rate provided to any other federal or state governmental entity.

Travel-related expenses incurred by the Contractor:

- 1) shall be in accordance with the Federal Government's Federal Travel Guidelines. For further information on these guidelines, see: <http://www.gsa.gov/portal/content/104790>;

- 2) shall not exceed the Federal Government's Per Diem Rates for a particular location. More information on Per Diem Rates can be found here: <http://www.gsa.gov/portal/content/104877>, and Per Diem Rates for a specific location are available in this website: <http://www.gsa.gov/portal/category/100120>; and
- 3) shall, for meals and incidental expense, be in accordance with the Federal Government's rules and guidelines for Meals and Incidental Expenses (M&IE) Breakdown; more information on these rules and guidelines can be found here: <http://www.gsa.gov/portal/content/101518>

If your firm has discounted rates for governmental entities such as the DC Green Bank, then please provide such rates.

E.2.6 Proprietary Information

By submitting a proposal, Offerors shall be deemed to have granted permission to the DC Green Bank to make inquiries concerning the Offeror and its officers and to any persons or firms deemed appropriate by the DC Green Bank. Any proprietary information that the Offeror does not want disclosed to the public shall be so identified on each page in which it is found. Data or information so identified will be used by the DC Green Bank solely for the purpose of evaluation and contract negotiations.

Offerors who include, in their proposal, data that they do not want disclosed to the public 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 this solicitation."

Offerors shall also mark each sheet of data it wishes to restrict from public access 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."

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the DC Green Bank will have the right to duplicate, use, or disclose the data to the extent consistent with the DC Green Bank's needs in this procurement process. This restriction does not limit the DC Green Bank's rights to use, without restriction, information contained in this proposal if it is obtained from another source.

E.2.7 Copy of Proposal for Freedom of Information Act Requests

If the District receives a FOIA request related to this RFP, the District's policy is to release documents following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

E.2.8 Concise Proposals

The DC Green Bank discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The DC Green Bank's interest is in the quality and responsiveness of the proposal.

E.2.9 Realistic Proposals

It is the expectation of the DC Green Bank that offerors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable. The DC Green Bank shall bear no responsibility or increase obligation for an offeror's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

E.3 Representations, Certifications, and Other Statements of Offerors

E.3.1 Signing of Proposals

The Offeror shall sign and print or type its name on the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority to bind the prime contractor.

E.3.2 Legal Status of Offeror

Each proposal must provide the following information: name, address, telephone number, and federal tax identification number of Offeror. On the signature page of their proposal, the Offeror shall indicate that it operates as a corporation incorporated under the laws of the state of _____, an individual; a partnership; a nonprofit organization; or a joint venture. If the Offeror is a partnership or joint venture, the proposal must provide the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

E.3.3 Certification of Eligibility

The Offeror's signature shall be considered a certification by the signatory that the Offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- E.3.3.1** is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- E.3.3.2** has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past five years;
- E.3.3.3** does not have a proposed debarment pending; and
- E.3.3.4** has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past five years.

Offerors shall indicate any exception to its certification of eligibility and to whom it applies, their position in the Offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the Offeror. Providing false information may result in criminal prosecution or administrative sanctions.

E.3.4 Clean Hands Certificate

The Offeror attests that it owes no liability to the District of Columbia, demonstrated by providing a copy of the Certificate of Clean Hands (Retrieved within 30 days of submitting the proposal materials). Certificates can be obtained at: <http://dcforms.dc.gov/webform/certificate-clean-hands-formerly-certificate-good-standing>

E.3.5 Authorized Negotiators

The Offeror shall identify at least two persons authorized to negotiate on its behalf with the DC Green Bank in connection with this solicitation.

E.4 Contract Award

E.5.1 Award of Contract

The final award of a contract is subject to approval by the DC Green Bank. The DC Green Bank has the sole right to select the successful Offeror for an award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, or not to award a contract as a result of this RFP.

Notice in writing to an Offeror of the acceptance of its proposal by the DC Green Bank and the subsequent full execution of a written contract will constitute a contract, and no offeror will acquire any legal or equitable rights or privileges until the occurrence of both such events.

E.5.2 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 DC Green Bank 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 aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

[End of Section E]

Section F – Evaluation Factors

F.1.1 Evaluation Procedure

The DC Green Bank Board of Directors’ HR Committee and appropriate staff will review proposals and make recommendations to the Board of Directors for final approval. The Board of Directors may request a meeting with some qualified Offerors prior to final selection.

F.1.2 Scoring

The contract will be awarded to the responsive, responsible offeror whose offer is most advantageous to the DC Green Bank, 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 DC Green Bank in making an intelligent award decision based upon the evaluation criteria.

Offeror proposals will be initially evaluated by an RFP Screening Committee ("Committee") consisting of DC Green Bank board members, personnel and other public or private individuals chosen by the organization. The Committee will score and rank offeror proposals using a point system for each criterion listed in the table in Section F.1.4. Each proposal will be scored individually. Once the proposals are evaluated, the Committee may choose to interview up to five offerors with the highest ranking scores. Interviews will focus on and assess each offeror’s ability to perform the tasks outlined in their proposals.

Based on the interview/oral presentation, the Committee may revise their ranking of the proposals. The Committee will make an award, subject to Green Bank Board approval, based upon the evaluation criteria included in the solicitation or make no decision and rebid the same RFP or an amended RFP.

F.1.3 Technical Rating

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
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.

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.

F.1.4 Evaluation Criteria

Proposals will be competitively scored on a scale of 1-100 addressing the following criteria:

Criteria	Points
Experience and qualifications in performing Executive Recruiting Services for similar governmental and/or private organizations of the Responding firm and, more specifically, the individual team members to be assigned to the engagement	25
Understanding of, as well as the approach and specific attention to the particular nuances of the DC Green Bank and recruitment of the role of the inaugural Executive Director/CEO	25
Firm and staff’s competence and knowledge demonstrated during the interview process, if applicable	25
Price and payment proposal	25

F.1.5 Interviews

The DC Green Bank may, at their discretion, elect to interview a short list of top Offerors prior to making a decision. These interviews, if conducted, will be factored into the award decision.

[End of Section F]