



Request for Proposal (“RFP”)
Citywide Waste Collection and Disposal Services
DCAM-24-NC-RFP-0003

Addendum No. 02
Issued: July 28, 2023

This Addendum No. 02 is issued by the Department of General Services (DGS) on July 28, 2023. Except as modified herein, the Request for Proposal (“RFP”) remains unmodified.

Item No. 1 Questions and Answers

Add/Incorporate: *Exhibit A to Addendum No. 02 – Questions and Answers*

Item No. 2 Payment and Performance Bond Requirements

Delete in its Entirety: Section H.12.8.2 Bond Requirements – Payment and Performance Bond

Item No. 3 Attachment A.9 – Payment and Performance Bond

Delete in its Entirety: Attachment A. 9 – Payment and Performance Bond

Item No. 4 Section C.5.1.1.2

Delete in its Entirety: Section C.5.1.1.2

Replace With: **C.5.1.1.2** All service routes are subject to change and approval by DGS. DGS reserves the right to request adjustments to route sequencing. Haulers should take into consideration transfer station operating hours to ensure daily routes collection are completed on time/on schedule.

Item No. 5 Attachment A.8 – Quickbase Vendor Submission Portal Instructions

Delete in its Entirety: Attachment A.8 – Quickbase Vendor Submission Portal Instructions

Replace With: **Revised Attachment A.8 Quickbase Vendor Submission Portal Instructions (Updated)**

Item No. 6 **Section C.5.12 – Disincentive Fee**

Delete in its Entirety: **C.5.12 Disincentive Fee**

Replace With: **C.5.12 Disincentive Fee**

C.5.12.1 The Contractor is on notice that the Services provided pursuant to the terms of this Contract are critical in nature. The Contractor’s failure to meet the performance standards will result in the Department’s assessment of the specific performance violations disincentive fee defined below. All disincentive fees will result in the application of monetary adjustments against monthly invoices for non-compliance.

C.5.12.2 DGS may deduct the following fees from the contractor’s monthly payment for the service delivery omissions or acts as described below. Deductions for missed service collections will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of services. Disincentive fees will be reasonably applied and may be appealed by the Contractor to DGS, provided that the appeal is received by DGS the same day as being assessed by DGS. The Contractor shall be allowed to present evidence as to why the fee(s) should be lessened or eliminated. The decision of DGS shall be final.

C.5.12.3 A disincentive fee, if applied during a given month, shall be deducted by DGS from the Contractor’s monthly invoice. A disincentive fee may be levied only if documented in an incident report presented by DGS to the Contractor. The Contractor shall be notified and provided a copy of an incident report and shall be given 24 hours to cure the problem before disincentive fee(s) are considered due to the Contractor, except in the case of incidents for which, due to the nature of the event, a cure is not possible.



Failure to allocate a disincentive fee shall be considered a breach of this Contract.

C.5.12.4 The individual deductions for disincentives fee will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during disruptions.

Reference	Action or Omission	Performance Fee
1	Collection before or after allowable times.	Five hundred dollars (\$500) per incident (each truck on each route is a separate incident).
2	Service complaint documented and reported more than two times at the same service location. Complaints include, but are not limited to, repeated failure to replace containers in designated locations, the spilling of materials, not closing gates, requests to replace lids, crossing planted areas, or similar violations.	Two hundred fifty dollars (\$250) per incident after the Contractor has been notified of repeated complaints.
3	Failure to collect spilled materials.	The cost of cleanup to the District.
4	Unaddressed leakage from Contractor vehicles or vehicle contents	Two hundred dollars (\$250) per vehicle, per inspection, plus cleanup costs.
5	Failure to recover missed collections within one (1) business day after notification of missed service.	One hundred dollars (\$100) per incident to a maximum of five hundred dollars (\$500) per truck, per day, plus costs to the District for supplement service via a separate contractor.
6	Missed collection of an entire group for a given day (excluding collections prevented by inclement weather or labor disputes).	Once hundred and fifty dollars (\$150) if collection is performed the following day. Five hundred dollars (\$500) per day if not collected by the following day.
7	Misrepresentation in records, reporting, or invoices (other than clerical error).	One thousand dollars (\$1000) per incident.
8	Failure to provide required reports and invoices by deadlines.	Fifty dollars (\$50) per incident.
9	Failure to maintain clean and sanitary containers, vehicles, and facilities.	Twenty-five dollars (\$25) per incident, up to maximum of one thousand dollars (\$1000) per inspection.

C.5.12.5 Nothing in this section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and DGS reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches.



C.5.12.6 Notification and Application Disincentive Fee /Monetary Adjustments

C.5.12.6.1 Notification of claims by the District government against the Contractor.

C.5.12.6.1.1 The COTR, or their designee, shall review reports and notify the Contractor in writing, within three (3) business days of the event/incident that is the subject of the discrepancy and assessment of the disincentive fee.

C.5.12.6.1.2 The Contractor has ten (10) calendar days from receipt to appeal, refute, dispute, or explain all reported discrepancies, in writing, to the COTR and CO. If the Contractor fails to respond to the notification, the Disincentive Fee will be considered sustained, and the monetary adjustment will be automatically applied.

C.5.12.6.1.3 The COTR shall investigate all appealed, refuted, disputed, or explained disincentive fee reports returned from the Contractor and provide a **recommendation** (based on the Contractor's response) to the Associate Director for Sustainability and Energy.

C.5.12.6.1.4 The Chief of Contracts and Procurement, Chief Procurement Officer, shall render the **final determination** for all disincentive fee/monetary adjustments under this Contract.

C.5.12.6.1.5 Three (3) sustained disincentive fees/monetary adjustments **Section C.5.12.1.3** assessments shall constitute "continued and sustained violations" for failure to supply Contracted services at any location and the Contracting Officer (CO) may remove that location from the Contractor's list of locations and either undertake to provide security services at that location directly or reassign responsibility (and assets) for that location to another Contractor.



C.5.12.6.1.6 Sustained disincentive fees/monetary adjustments will be considered in the Contractor’s annual performance evaluation.

Item No. 7

M.3.1.1(b) – Factor A: Relevant Experience, Past Performance, and Capacity

Delete in its Entirety:

Section M.3.1.1(b)

Replace With:

M.3.1.1(b) (5 points) Offeror shall provide a minimum of three (3) and no more than five (5) representative projects completed in the past five (5) years. These 3-5 projects should be the most relevant examples of the offeror that demonstrate ability and understanding of the requirements and include both District and non-District contracts. Each project shall include Name of Company, Title and Description of the Project, Contract Number, Dollar Amount of the Contract, Period of Performance, Name of the Contact Person, Title, Telephone Number, and Email Address. The Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

Of these 3-5 projects referenced above, the Offeror shall provide a copy of the Department’s past performance evaluation form (**Attachment A.7**) to its clients for completion. The Offeror’s client shall complete the form in its entirety and provide any additional narrative required based on the ratings, as provided in the instructions. The Offeror shall ensure the past performance document is submitted with its technical proposal submission.

All other terms and conditions remain unchanged.

Domonique L. Banks
Domonique L. Banks
Contracting Officer, Supervisory Contract Specialist
Goods & Services

July 28, 2023
Date

- End of Addendum No. 02 -

