



REQUEST FOR PROPOSALS

**TRASH COLLECTION SERVICES**  
**“SET-ASIDE FOR PARTICIPATION BY D.C. CERTIFIED BUSINESS**  
**ENTERPRISES ONLY”**

**July 22, 2014**

**Proposal Due Date:** **August 13, 2014 by 2:00 p.m. EST**

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

**Pre-proposal Conference:** **July 24, 2014 at 2:00 p.m. EST**  
Reeves Center Community Room  
2000 14th Street, NW 2nd Floor  
Washington, DC 20009

**Contact:**  
  
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**Solicitation Number:** **DCAM-14-NC-0119**

## **Executive Summary**

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

**This is a Sheltered Market Procurement and only Certified Business Enterprises (CBEs) that are certified by the District’s Department of Small and Local Business Development (DSLBD) at the time of submission are eligible to participate. Bidders must be certified under NIGP Code 910-27-00 Garbage/Trash Removal, Disposal and/or Treatment. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD. See Section E.1.2.**

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

### **A.1 FORM OF CONTRACT**

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

### **A.2 CONTRACTOR’S COMPENSATION**

The Contractor will be awarded a fixed unit price contract. The fixed unit prices will be the Contractor's sole method of compensation and as such shall be adequate to cover all of the Contractor's costs associated with the delivery of the required services. In the event that the District adds additional locations, the Contractor will be paid the fixed unit prices contained in Attachment B for the appropriate container size. The Contractor will not be required to pay disposal fees at the transfer stations. DGS will establish a scale account with the Department of Public Works (DPW) to manage transfer station disposal fees. Successful contractor(s) will receive an identification number linked to this account to record all transactions linked to dedicated trucks.

### **A.3 PROCUREMENT SCHEDULE**

The schedule for this procurement is as follows:

- Issue RFP - July 22, 2014
- Pre-proposal Conference - July 24, 2014 at 2:00 pm
- Last Day for Questions/Clarifications - July 29, 2014
- Proposals Due - August 13, 2014 at 2:00 pm
- Notice of Award - August 31, 2014

### **A.4 ATTACHMENTS**

Attachment A	Aggregate Award Groups/Service Requirements
Attachment B	Offer Letter and Fixed Unit Price Spreadsheet
Attachment C	Disclosure Statement
Attachment D	Tax Affidavit
Attachment E	U.S. Department of Labor Wage Rate Determination Schedule
Attachment F	Living Wage Act Notice and Fact Sheet
Attachment G	First Source Employment Agreement
Attachment H	Past Performance Evaluation Form
Attachment I	Definitions
Attachment J	Standard Contract Provisions

## **SECTION B STATEMENT OF WORK**

### **B.1 REQUIREMENTS**

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage a contractor(s) to provide trash hauling services including all labor, materials, equipment, containers, dedicated vehicles, management, recordkeeping, reporting and other services necessary to successfully perform trash collection services for various District properties listed in Attachment A. The District reserves the right to add or remove locations.

### **B.1.1 Collection and Transfer to District Waste**

The Contractor shall plan, schedule, coordinate and collect trash at each service location listed in the awarded Group(s) in accordance with the Service Requirements provided in Attachment A. The Contractor shall empty all trash containers at each location and return the container to its original position. The Contractor shall collect trash so as not to allow spilling of trash on private or public property. The Contractor shall immediately pick-up, any trash which overflows outside the container at the time of scheduled pick-ups at no additional cost to the District.

The Contractor shall collect and deliver all trash to District's trash transfer stations for disposal purposes as indicated in section B.1.1.4.

The Contractor shall dedicate vehicles to be used under this contract. The dedicated vehicles shall be for trash collection and trash material only and shall not be co-mingled with any recyclable materials.

The Contractor shall comply with all federal laws and laws of the District, applying to the storage, collection, transport and disposal of trash. The Contractor shall obtain and maintain all licensure requirements of each applicable jurisdiction.

#### **B.1.1.1 Schedule**

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

#### **B.1.1.2 Normal, Seasonal Schedule and Special Pickups**

The Contractor shall schedule normal pickups in accordance with the service requirements provided on Attachment A. There are a number of locations that might require Saturday, Sunday, Federal holiday, or on-call service also as indicated on Attachment A.

The Contractor shall provide seasonal and special collection pickups on as needed basis as requested by COTR.

The seasonal schedule will apply to increases or decreases in the level of services linked to school mobilization activities, start of summer programs (schools and

recreation center openings/closing). These services will be provided at the applicable fixed unit price.

Several locations under this contract may have special site requirements such as; reduced truck height clearance and egress issues. The Contractor must notify the COTR of these locations within 10 days of contract award.

#### **B.1.1.3 On Call Services**

The Department may request special pick-ups on an on-call basis with 24 to 48 hours' notice to the Contractor. The Contractor shall collect and dispose of bundled material or other material prepared for non-containerized manual collection using roll off, lift-gate or special packer collection services.

#### **B.1.1.4 Trash Transfer Stations**

The Contractor shall use the District-operated Ft. Totten and Benning Road waste transfer stations, or any other District-designated site. All weight tickets obtained from the District's Trash Transfer Stations shall be provided to the COTR. The Contractor will not be required to pay disposal fees at the transfer stations. DGS will establish a scale account with the Department of Public Works (DPW) to manage transfer station disposal fees. Successful contractor(s) will receive an identification number linked to this account to record all transactions linked to dedicated trucks.

#### **B.1.1.5 Help Desk and Call Center**

The Contractor shall maintain a help desk and call center to track complaints and non-compliance.

#### **B.1.2 Trash Containers**

The Contractor shall provide the number and type of trash containers required to successfully perform the required services for the Aggregate Award Group(s) identified in Attachment A, **with the exception of those identified as provided by Government.** The Contractor shall deliver the required containers to each location within ten (10) days from the contract award date. The Contractor shall ensure that the trash containers are compatible in all respects including, without limitation, dimensions and loading mechanisms with the collection vehicles that service the containers.

### **B.1.2.1 Markings**

On the front of the container, the Contractor shall place permanent stickers with a height between 2 and 4 inches to denote the type of material to be collected in the container, company ID number, company name, and company telephone number. Units are to include a programmable RFID microchip type tag, or DGS-approved barcode graphic. The containers will remain the property and responsibility of the Contractor **with the exception of those provided by Government.**

### **B.1.2.2 Maintenance, Repair and Replacement**

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

**B.1.2.2.1** The Contractor shall make changes in the size of containers at a location within five (5) business days of receiving notice from the COTR.

### **B.1.2.3 Specifications**

All containers shall meet the safety requirements of the American National Standards Institute, Standard Number Z245.1, and waste equipment operating standards of the National Solid Waste Management Association (NSWMA).

#### **B.1.2.3.1 Hauling Containers**

The Contractor shall ensure that front and rear end loading containers, self-contained compactors or similar, conform to the following specifications:

- (a) Be constructed of continuously welded steel with all welds and edges ground smooth;
- (b) Have adequate reinforcement, stiffening, and protection at points of high stress and wear;
- (c) Hold liquids without leaking and be equipped with a drain plug at the bottom on one end;

- (d) Have heavy duty skids or rollers or other devices to keep the bottom of the container off the ground and reduce wear when the container is moved;
- (e) Have tight-fitting doors or lids which shall meet the following specifications:
  1. Be attached by means of heavy duty hinges;
  2. Be equipped with counterbalance springs wherever necessary to prevent destructive or dangerous overweighing;
  3. Be reinforced to prevent bending and warping; and
  4. Completely seal the container to prevent rodents, insects, and other pests from entering.
- (f) Color: Trash containers shall be gray. The Contractor shall ensure that trash containers at each location are uniform in color and include non-fading pigment with a Pigment Volume Concentration (PVC) of at a minimum of 1%;
- (g) All trash cubic yard containers shall include a locking mechanism. The locking mechanism shall be a bar secured gravity controlled unit that can accommodate government furnished padlocks. The locking mechanism can be released once the forks of the front-loading trash truck up-end the container. In this manner, the driver does not exit the vehicle; and
- (h) All containers must have a manufacturer installed Radio-Frequency Identification (RFID) tag (programmable microchip) for 96 gallon carts; and a programmable RFID Xtreme Metal Tag type (for dumpsters) approximately 5.75L x 2.4W x 0.31H inches with a minimum 6-foot read range on metal substrates, or DGS-approved barcode graphics with programmable data.

#### **B.1.2.3.2 Cubic Yard Front End/Rear End Loading**

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

- (a) Be designed with side pockets to enable the container to be lifted by a hydraulic dumping unit and deposited in the hopper of a standard front-end/rear end loading garbage packer truck.
- (b) Be stationary or it may have wheels; wheeled containers shall be

- sufficiently immobile to remain stationary in case of incidental contact.
- (c) Materials: except for lids, shall be constructed from steel, and shall be capable of holding a full two (2), four (4), six (6), or eight (8) cubic yards, respectively, of material with lids completely closed without bulging, splitting of seams, damage to doors, wheels or casters, or other damage of any kind.
  - (d) Wheels and Casters: Wheels, if any, must have self-lubricating bearings, shall be attached to heavy-duty casters, and must be able to withstand the wear and tear of nominal container usage.
  - (e) Lid: Container lids shall be permanently attached on one side with hinges, so that the container dumping operation can be performed without interference between the lid and the waste material as it falls into the hopper. When closed, the lid shall completely cover the inside of the container. Lids may be made of galvanized steel or of polyethylene with a recycled content of at least 25%. Closed lids must be secure enough to remain closed under windy conditions or from disturbance by foraging animals.
  - (f) All containers shall have a programmable RFID Xtreme Metal Tag type (for dumpsters) approximately 5.75L x 2.4W x 0.31H inches with a minimum 6-foot read range on metal substrate, or a DGS-approved barcode graphic.
  - (g) Other markings: Dumpster wrap to advertise/promote trash in high traffic areas will be required. All containers shall list in one easily readable location on the container, detailing of proper use of the container.

#### **B.1.2.3.3 Ninety-six (96) Gallon Carts (Supercans)**

The Contractor shall ensure that 96 gallon containers conform to the following specifications:

- (a) Supercans shall have wheels and a handle so that they are easily maneuverable and can be pushed and pulled with minimal effort.
- (b) Each Supercan shall have a permanently attached lid and shall be designed to be lifted by a hydraulic dumping unit so that its content is deposited in the hopper of a standard rear-loading packer truck.
- (c) Capacity: Each container must have a capacity of no less than 96 gallons with the lid in the normal closed position and shall be capable of accommodating a working load of 300 pounds exclusive of the weight of the container.

- (d) Dimensions: The outside overall dimensions of the completely assembled container shall not exceed a height of 48 inches, a width of 31 inches, or a depth of 33 inches.
- (e) Weight: The weight of the complete container when empty shall be approximately 45 pounds.
- (f) Materials: The container shall be constructed of durable polyethylene with a recycled content of at least 25% which minimally meets National Sanitation Foundation Standard No. 21 and shall have an average wall thickness of 0.1 inch.
- (g) Wheels: Wheels shall have semi-pneumatic rubber tires and self-lubricating bearings. The axle shall be constructed of solid steel with a minimum diameter of 5/8" or similar.
- (h) Lid: The lid, when closed, shall have a convex shape, which continuously laps over all the outside edges of the container body. The lid shall be permanently attached with a hinge, and shall be designed so that the container dumping operation can be performed by a hydraulic dumping unit without interference between the lid and the waste material. The container shall be designed to be lifted so that its contents are deposited in the hopper of a standard rear-loading garbage packer truck. Through the use of a latch or other means, the lid must stay securely closed under windy conditions or when the container falls over, and must withstand foraging animals.
- (i) Handle: Each container shall have a handle with a minimum width of 12 inches. No sharp plastic or metal edges shall come in contact with hands when using the handle in a normal position.
- (j) Hardware: To prevent rusting, all hardware used on any portion of the container shall be stainless steel, zinc-plated steel, cadmium-plated steel, or galvanized steel. The container when empty shall be capable of maintaining an upright position by withstanding winds of at least 15 mph from any direction.
- (k) All containers must have a manufacture installed Radio-Frequency Identification (RFID) tag (programmable microchip) for 96 gallon carts; and a programmable RFID Xtreme Metal Tag type (for dumpsters) approximately 5.75L x 2.4W x 0.31H inches with a minimum 6-foot read range on metal substrates, or DGS-approved barcode graphics with programmable data.

#### **B.1.2.3.4 Roll-Off Containers, Non-Compacting**

The Contractor shall provide or service, as applicable, non-compacting roll-off containers with the capacity of twenty (20), thirty (30), and forty (40) cubic yards.

The Contractor shall ensure the non-compacting roll-off containers meet the following specifications;

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

#### **B.1.2.3.5 Roll-Off Containers, Compacting**

The Contractor shall provide or service, as applicable, compacting containers with the capacity of two (2), six (6), eight (8), fifteen (15), twenty (20), thirty (30), thirty-four (34), and forty (40) cubic yards compacting. The Contractor shall ensure the compacting containers meet the following specifications;

- (a) Be stationary and capable of being hauled by a standard tilt frame roll-off truck.
- (b) Be open top or have some form of lid or covering.
- (c) Include some form of mechanical compactor, either attached as part of the container assembly or as an independent unit that may be disconnected from the container for container transport.
- (d) Be constructed from steel and capable of holding a level full fifteen (15), twenty (20), thirty (30), thirty-four (34), or forty (40) cubic yards, respectively of material without bulging, splitting of seams, damage to doors, or other damage of any kind.

#### **B.1.2.3.6 Route Optimization Software, GPS AVL Tracking, Onboard readers, Handheld Scanner or Comparable, Scales.**

- a. Under this solicitation, the Contractor is required to use route optimization software like RouteSmart® for ArcGIS™, a commercial off-the-shelf software application for ArcGIS route planning; SONRAI Systems, Soft Pak, WAM or similar waste-hauling software platform able to capture daily real-time service transactions. Contractor shall arrange for the District's Contracting Officer Technical Representative (COTR) to have a license and supporting technical training on its software platform. This Agreement requires the Contractor to exclusively service only District government sites identified on the pre-

established routes. No non-government pulls are allowed on designated/dedicated trucks collecting from government sites.

- b. The Contractor shall provide the COTR with access to an Automatic Vehicle Location/Global Positioning (AVL/GPS) system that offers real-time data with the capability to import data to/from the routing/ scheduling database;
- c. The Contractor shall provide RFID technology to collect information from various types of containers.

### **B.1.3 VEHICLES AND EQUIPMENT**

#### **B.1.3.1 Collection Vehicles**

**B.1.3.1.1** The Contractor shall provide the number and service type including but not limited to rear and front end packers, roll off trailer, and lift gate collection vehicles required to successfully perform the required services for the Aggregate Award Group(s) identified in Attachment A. The Contractor shall confirm the following information for each collection vehicle within five (5) days of contract award:

- (a) Make/Model/Year
- (b) VIN number
- (c) Vehicle type (packer, van, lift gate)
- (d) Service type (rear end, front end, roll off),
- (e) Capacity, and
- (f) Tag Number

**B.1.3.1.2** The Contractor shall ensure that each vehicle is licensed and registered in accordance with District regulations. The Contractor shall provide the license information for review upon request by the District.

**B.1.3.1.3** The Contractor may be required to phase-in (option year one) the use of Compressed Natural Gas (CNG) vehicles upon completion the District's CNG public pumping station.

**B.1.3.1.4** The Contractor shall ensure that all collection vehicles have the capacity to communicate in real time with the Contractor's help desk and COTR.

#### **B.1.3.2 Maintenance, Repair and Replacement**

The Contractor shall ensure that vehicles are properly maintained and clean, constructed and operated to prevent spillage, and equipped with a dumping

mechanism. The Contractor shall repair and replace vehicles as required to ensure the availability of the number of vehicles to successfully perform the required services.

### **B.1.3.3 Compactor**

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

### **B.1.4 KEY PERSONNEL AND STAFF**

The Contractor shall provide adequate staff, management and supervision to successfully provide the required services. The Contractor shall at a minimum perform or provide the following:

- (a) Ensure staff are properly licensed in accordance with District regulations
- (b) Maintain satisfactory standards of employee competency, conduct, appearance, and integrity
- (c) Take disciplinary action with respect to his employees as may be necessary
- (d) Remove employees deemed to be unsuitable or otherwise objectionable or those whose continued employment under the contract is deemed to be contrary to the public interest or inconsistent with the best interests of the Government.

### **B.1.5 MONTHLY REPORTING**

The Contractor shall provide reports including trash weights in such a fashion that will allow the District to ascertain how facilities are performing on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Trash Act. Reports as well as invoices are to be submitted in electronic form.

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

- (a) Collection Report: Report on the number of trash collections by location consistent with the order shown on Attachment B, Fixed Unit Price Spread Sheet. As part of reporting activities, Contractor is to provide the COTR with

electronic access to real-time or end-of the day information collected from each container including date and time, container ID#, RFID #, container location, weights and/or quantity of items collected per site/route.

The Contractor's Collection Report shall be integrated as part of the monthly invoice, and should include at a minimum the following:

1. Agency contact
2. Phone Number
3. Number of containers
4. Pull type;
5. Size of containers;
6. Collection schedule (days/week);
7. Number of pulls (Cubic Yards) – actual with route weight tickets (identifying vehicle number), compactor and roll off weight tickets for all applicable sites;
8. Unit Price;
9. Total # pulls;
10. Clear and legible weight tickets
11. Itemized transaction, including fixed per pull pricing for all entries
12. Report should be submitted in electronic form.

(b) Receiving Report: Report on the trash tonnage recorded at the transfer station scale.

Invoices will be processed for payment only when accompanied by the reports listed above. Final reporting format and its components will be finalized within 10-day of contract award.

#### **B.1.6 DEFINITIONS**

Definitions applicable to this procurement are provided in Attachment I, Definitions.

#### **B.1.7 APPLICABLE DOCUMENTS**

Documents applicable to this procurement and incorporated by reference are:

<b>ID #</b>	<b>Document Title</b>	<b>Type</b>
0001	The District of Columbia Sustainable Solid Waste	DC Law

<b>ID #</b>	<b>Document Title</b>	<b>Type</b>
	Management Amendment Act of 2014	
0002	District of Columbia Municipal Regulations (DCMR) Title 21 DCMR, Chapter 21-7 Solid Waste Control	Municipal Reg.

## **B.2 DELIVERABLES**

The Contractor shall provide specific information to the COTR according to the following schedule:

<b>Section</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format\Method of Delivery</b>	<b>Due Date</b>
<b>B.1.2.3.6</b>	Route optimization software (B1.2.3.6 (a))	N/A	Evidence, license, and electronic access to COTR	Within 10 days of contract award.
<b>B.1.2.3.6</b>	Automatic Vehicle Location/Global Positioning (AVL/GPS) system (B.1.2.3.6(b))	N/A	Evidence and electronic access to COTR	Within 10 days of contract award.
<b>B.1.2.3.6</b>	Radio-Frequency Identification (RFID) technology (B1.2.3.6(c)).	1 per truck	Evidence and electronic access to COTR	Within 10 days of contract award.
<b>B.1.5</b>	Monthly Trash Collections Report (B.1.5)	1	Soft copy	Five (5) days after each month

## **SECTION C ECONOMIC INCLUSION**

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

**C.1.1 General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime

resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- (a) Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- (b) Five (5) preference points shall be awarded if the Offeror is certified as being a resident business owner.
- (c) Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- (d) Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- (e) Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- (f) Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- (g) Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- (h) Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories above, however the maximum number of preference points available is 12 points.

**C.1.2** For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development  
One Judiciary Square Building  
441 4th Street, NW, 9th Floor  
Washington, DC 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

## **C.2 SLDBE PARTICIPATION**

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted with a firm certified by Department of Small and Local Business Development as (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) a resident owned business; (v) a longtime business owner; or (vi) a local business enterprise with its principal office located in an enterprise zone.

**C.2.1** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Section C.2.

### **C.2.2 Subcontracting Plan**

Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO.

### **C.2.3 Subcontractor Standards**

A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

### **C. 2.4 Reporting**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month.

### **C.2.5 Enforcement and Penalties for Breach of Subcontracting Plan**

If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required

monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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

#### **C.3.1 District Residents Hiring**

At least fifty-one percent (51%) of the Offeror's staff and each subcontractor's employees hired after the Offeror enters into a contract with the Department, or after such subcontractor enters into a contract with the Offeror, to perform the required work, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror and each of its subcontractors, if any, shall submit to the Department a list of current employees that will be assigned to the contract, the date that they were hired and whether or not they live in the District of Columbia.

#### **C.3.2 First Source Employment Agreement**

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, as amended, and all successor acts thereto and the rules and regulations promulgated there under. The Offeror and all subcontractors with contracts in the amount of \$300,000 or more shall be required to: (i) enter into a First Source Employment Agreement (Attachment G) with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iii) list all employment vacancies with DOES; and (iv) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month, or as required by the D.C. Code.

## **SECTION D CONFORMANCE REQUIREMENTS**

### **D.1 CONFORMANCE WITH LAWS**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR§ 4700 *et seq.*) and all statutes, laws codes, ordinances, regulations, rules, requirements and orders of

governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

## **D.2 LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor and all of its subcontractors and shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

## **D.3 STANDARD CONTRACT PROVISION**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment I) are applicable to this solicitation and resulting contract.

## **D.4 SERVICES CONTRACT ACT**

The Service Contract Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by the Act. Applicable Wage Rates are attached to this RFP as Attachment E

## **D.5 LIVING WAGE ACT**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by the Act (Attachment F)

# **SECTION E EVALUATION AND AWARD CRITERIA**

## **E.1 METHOD OF AWARD**

This procurement is being conducted in accordance with the provisions of Section 4721 of the Department's Procurement Regulations (27 DCMR). The Department intends to award one or more contracts for the Aggregate Award Groups identified below, to the responsive and responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, considered.

Aggregate Award Group 1 - DC Housing Authority  
Aggregate Award Group 2 –DC Public Libraries  
Aggregate Award Group 3 – DC Water, and the DC Department of Corrections  
Aggregate Award Group 4 - Municipal Facilities Wards 1, 2, 3, and 4  
Aggregate Award Group 5 - Municipal Facilities Wards 5 and 6  
Aggregate Award Group 6 - Municipal Facilities Wards 7 and 8

### **E.1.2 CERTIFIED BUSINESS ENTERPRISES (CBEs)**

**Any Offeror receiving a contract under this solicitation shall be CBE certified by DSLBD at the time of proposal submission and shall remain CBE certified throughout the term of the contract.**

### **E.2 EVALUATION COMMITTEE**

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

### **E. 3 EVALUATION FACTORS**

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

#### **E.3.1 Past Performance and Previous Experience (15 points)**

The Offeror shall provide the following to demonstrate the Offeror's past performance and previous experience providing trash collection services similar in size and scope as described in Section B. Proposals shall include at a minimum the following:

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

- (b) A list of projects similar in size and scope that the Offeror has completed. The Offeror shall include the following information for each project:
1. Name of project
  2. Dollar value of the project
  3. Period of performance
  4. Description of the services provided as compared to the requirements contained in Section B of this RFP; and
  5. Verified contact name, phone number and email address.
- (c): The Offeror shall ensure that the Past Performance Evaluation Forms (Attachment H) indicated below are completed and submitted on the Offeror's behalf directly to the Contact Person identified on page 1 of the RFP.
1. Offeror - a minimum of three (3) evaluations from projects identified in E.3.1 (b) above;
  2. Offeror's Key Personnel – a minimum of one evaluation form for each Key Person identified in response to E.3.3;
  3. Subcontractor - a minimum of one evaluation form for each subcontractor to contribute toward the performance of the required services

### **E.3.2 Technical Approach and Methodology (35 points)**

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

- (a) A discussion of the Offeror's understanding of the required services including the knowledge of and application of the Applicable Documents
- (b) A discussion of the Offeror's trash containers to be utilized to fulfill the requirements including current inventory by type and additional containers needed. The discussion should address how the Offeror's containers meet the specifications described in Section B and the maintenance, repair and replacement of containers.
- (c) A discussion of the Offeror's collection vehicles (dedicated) and equipment to be utilized to fulfill the requirements including current inventory by type and additional vehicles and equipment needed. The discussion should address how the Offeror's vehicles meet the specifications described in Section B and the maintenance, repair and replacement of vehicles.
- (d) A list of vehicles to be utilized including the following information for each:

1. Make/Model/Year
  2. VIN number
  3. Vehicle type (packer, van, lift gate)
  4. Service type (rear end, front end, roll off),
  5. Capacity, Tag Number
  6. Per vehicle breakdown records on proposed fleet
- (e) The Contractor shall provide, at the time of bid submission, descriptive literature in the form of photographs and manufacturer's literature, including container dimensions, weight, and construction materials for each container size, in conformance-with the regulations set forth in 27 DCMR 1507 - Requirement for Descriptive Literature.
- (f) A discussion of the Offeror's communication capabilities among vehicles and drivers; and
- (g) Describe any innovative features the Offeror is proposing and the expected benefit of these features.

### **E.3.3 Key Personnel (25 points)**

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

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

### **E.3.4 Price Proposal (25 points)**

Each Offeror shall submit The Offer Letter and Fixed Unit Price Spreadsheet substantially in the form of Attachment B, Unit Price spreadsheet for the Base Year and each of the four (4) Option Years for each of the Aggregate Award Groups for which the Offeror proposes to provide the required services. The Contractor shall proposed a per container/per pull price for trash collection/hauling services under the solicitation and an hourly rate for the cost reimbursement services requested in section B.1.1.9 operational support.

## **SECTION F PROPOSAL ORGANIZATION AND SUBMISSION**

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

### **F.1 SUBMISSION IDENTIFICATION**

Submissions shall be proffered in an original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal in Response to DCAM-14-NC-0119 Trash Collection Services".

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

Submissions should be delivered or mailed to:

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

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

Submissions shall be received no later than 2:00 pm EST, on August 13, 2014. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

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

All submissions shall be submitted on 8 1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized in two (2) separate sections, Technical and Price Proposals.

#### **F.4.1 Disclosure Form**

Each Offeror shall submit a Disclosure Statement substantially in the form of Attachment C.

#### **F.4.2. Executive Summary**

Each Offeror should provide a summary of no more than three pages of the information contained in the following section.

#### **F.4.3 General Information and Data**

Each Offeror shall provide the following information for the prime contractor and its subcontractors, if any.

- (a) Legal Name(s)
- (b) Address (es),
- (c) Role(s) of each firm (including all sub-contractors)
- (d) Company profile(s), including:
  - 1) Age
  - 2) History
  - 3) Size
- (e) Description of the Offeror's existing workload providing trash Collection services; and
- (f) Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the contracting entity and the Offeror.

#### **F.4.4 Past Performance and Previous Experience (15 points)**

Each Offeror should submit the information requested in E.3.1 of the RFP.

#### **F.4.5 Technical Approach and Methodology (35 points)**

Each Offeror should submit the information requested in E.3.2 of the RFP.

#### **F.4.6 Key Personnel (25 points)**

Each Offeror should submit the information requested in E.3.3 of the RFP.

#### **F.4.7 Price Proposal (25 points)**

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

#### **F.4.8 Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of Attachment D. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

### **SECTION G BIDDING PROCEDURES & PROTESTS**

#### **G.1 CONTACT INFORMATION**

For information regarding this RFP please contact:

Courtney Washington  
Contract Specialist  
Department of General Services  
Contracts & Procurement Division  
2000 14th Street NW, 8th Fl.  
Washington, DC 20009  
Phone: 202.724-3986 Office  
Email: [courtney.washington2@dc.gov](mailto:courtney.washington2@dc.gov)

Any written questions or inquiries should be sent to Courtney Washington at the email address above.

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

A pre-proposal conference will be held on July 24, 2014 at 2:00 p.m. EST. The conference will be held at the Reeves Center Community Room District's 2000 14<sup>th</sup> Street, NW, 2<sup>th</sup> Floor, Washington, DC 20009. Interested Offerors are encouraged to attend.

#### **G.3 EXPLANATIONS TO PROSPECTIVE OFFERORS**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda,

or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Courtney Washington at the email address listed in Section G.1 no later than 4:00 pm July 29, 2014. The person making the request shall be responsible for prompt delivery.

#### **G.4 PROTESTS**

All protests alleging defects in this solicitation shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board ("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 *et seq.*). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department's Chief Contracting Officer ("CCO") with "Protest" labeled on the envelope.

#### **G.5 CONTRACT AWARD**

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

#### **G.6 RETENTION OF SUBMISSIONS**

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the

submissions shall become the property of the Department and the Department shall the right to distribute or use such information as it determines.

#### **G.7 EXAMINATION OF SUBMISSIONS**

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

#### **G.8 LATE SUBMISSIONS: MODIFICATIONS**

- (a) Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- (b) Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in G.8.(a) stated above.
- (c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- (e) Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

#### **G.9 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

#### **G.10 REJECTION OF SUBMISSIONS**

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all submissions.
- (b) To reject submissions that fail to prove the Offeror's responsibility.
- (c) To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- (d) To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- (e) To take any other action within the applicable Procurement Regulations or law.
- (f) To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

#### **G.11 LIMITATION OF AUTHORITY**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

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

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

### **SECTION H. INSURANCE REQUIREMENTS**

#### **H.1 REQUIRED INSURANCE**

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

- H.1.1** Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

- H.1.2** Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- H.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.
- H.1.4** Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of One Million Dollars (\$1,000,000) for each occurrence for each wrongful act and One Million Dollars (\$1,000,000) from the annual aggregate

## **H.2 ADDITIONAL INSUREDS**

Each insurance policy, with the exception of the Workers' compensation policy, shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

## **H.3 WAIVER OF SUBROGATION**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

## **H.4 STRENGTH OF INSURER**

All insurance shall be placed with insurers with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.