

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**DEPARTMENT OF GENERAL SERVICES**



**SECTION A**  
**INVITATION FOR BIDS (“IFB”)**

**Solicitation Number: DCAM-18-NC-0093**  
**RECYCLING HAULING SERVICES**

This solicitation is being set-aside for certified Small Business Enterprise (SBE) Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE).

**Solicitation Issue Date:** **Wednesday, September 26, 2018**

**Pre-Bid Conference:** **Friday, September 28, 2018 at 11:00 a.m. EST**  
DPW Large Conference Room  
Frank D. Reeves Municipal Center-6<sup>th</sup> Floor  
2000 14<sup>th</sup> Street, NW | Washington, DC 20009

**Site Visit:** Optional – Self Guided

**Last Day for Questions:** Wednesday, October 3, 2018

**Bid Due Date:** **Monday, October 15, 2018 by 11:00 a.m. EST**

**Delivery of Bids:** Department of General Services  
Contracts & Procurement Division  
**GEORGE G. LEWIS, CPPO**  
**c/o Marketa J. Nicholson**  
Frank D. Reeves Municipal Center  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor | Washington, DC 20009

**Bid Opening:** **Monday, October 15, 2018 at 11:15 a.m. EST**  
DPW Large Conference Room  
Frank D. Reeves Municipal Center-6<sup>th</sup> Floor  
2000 14<sup>th</sup> Street, NW | Washington, DC 20009

**Contact:** **Marketa J. Nicholson**  
Contract Specialist | Contracts & Procurement Division  
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## SECTION B

### CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

#### B.1 SUMMARY

The District of Columbia Department of General Services (“**District**”, “**Department**” or “**DGS**”), is issuing this Invitation for Bids (“**IFB**”) to engage Small Business Enterprise (“**SBE**”) firms (“**Contractor(s)**”) to provide recycling hauling services; the provision of on/off site shredding services on an as-needed-basis; as well as recycling litter can collection services in support of the Department’s resource management efforts, and in accordance with guidelines established by the District Recycling Guidelines as described in Section C.

Interested Bidders are permitted to submit bids to perform “services” for one or more of the identified Aggregate Groups in Section B.3. Bidders are **required** to bid on all line items, including all CLIN items; for the base years and the three (3), one (1) year option periods within Aggregate Groups as described in **Attachment J.1**. Failure to bid on all line items shall be sufficient to render a bid non-responsive and subject to exclusion from further consideration for award.

**IMPORTANT NOTICE: Contracts & Procurement will notify Bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda to this IFB posted on the Department of General Services, Contracts & Procurement website. It is the potential Bidder’s responsibility to frequently visit DGS’ Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.**

#### B.2 TYPE OF CONTRACT

**B.2.1** The Contract awarded pursuant to this IFB will be a requirements type contract with firm-fixed per pull rates with a cost reimbursement component linked to the performance of Supplemental Services as described in **Sections B.4, B.5 and B.6**.

**B.2.2** The Contractor shall price Supplemental Services on a per-pull basis as prescribed in **Section B.4**.

**B.2.3** The Contractor shall be reimbursed for costs incurred in performing Supplemental Services approved in advance and in writing by the Contracting Officer (“**CO**”). Supplemental Services which cost \$1,500.00, or more will require the CO’s approval in advance of services performed through a written task order and or contract modification. The Contractor shall use the rates established in the Supplemental Services Price Schedule (**Section B.4**) as the firm-fixed rates established for Supplemental Services.

**B.2.4** Approval for the delivery of Supplemental Services shall come in either of two ways:

- a. CO Approval: With advance CO’s written approval to perform task(s) and a Purchase Order (“**PO**”) in place, Contractor(s) shall be reimbursed for costs incurred in performing Supplemental Services . The Contractor shall use the rates established in the Supplemental

Services Price Schedule (**Section B.4**) as the fixed rates established for cost reimbursement; provided that the total cost of Supplemental Services shall not exceed the amount set forth in **Section B.4**.

**b.** Contracting Officer Technical Representative (“COTR”) Approval: with advance written authorization from the COTR, Contractor(s) may complete work immediately for services with a not-to-exceed cost up to \$1,500.00 for each Aggregate Group and a PO in place for Supplemental Services, as provided in the Supplemental Services Price Schedule, **Section B.4**. Contractor shall include invoices for these services in the next Monthly Invoice Report.

### **B.3 AGGREGATE GROUP**

Award, if made, will be to a single bidder for each Aggregate Group (Attachment J.1).

The Department has grouped the locations into six (6) Aggregate Groups by type of service and affected District Government agency. Each of the following Aggregate Groups include Supplemental Services:

Aggregate Group 1 - DC Public Libraries – Ward 1 thru 8  
Aggregate Group 2 -Municipal Facilities Rear load service– Ward 1 thru 4  
Aggregate Group 3 -Municipal Facilities Rear load service– Ward 5 thru 8  
Aggregate Group 4 -Municipal Facilities Front load service – Ward 1 thru 4  
Aggregate Group 5 -Municipal Facilities Front load service– Ward 5 thru 8 –and Laurel MD  
Aggregate Award Group 6 -Municipal Facilities Trailer service – Ward 1 thru 8

The Department reserves the right, at any time (including after an award hereunder), to either add or remove facilities and/or to increase or decrease responsibilities under an awarded contract.

### **B.4 PRICE SCHEDULE – COST REIMBURSEMENT COMPONENT FOR SUPPLEMENTAL SERVICES**

Please refer to Attachment J.1

### **B.5 PRICING**

**B.5.1** These services are intended to provide the District of Columbia Government with Recycling hauling services which shall include all labor, materials, equipment, appropriately-sized containers, dedicated vehicles, vehicle maintenance, fuel, license fees and permits, management, recordkeeping, reporting, and other services necessary, to successfully perform recycling hauling services for District properties listed in **Attachment J.1** - List of Locations, Frequency Service Schedule and Price Schedule for a two (2) year base period and up to three (3), one (1) year option periods. The Department reserves the right, at any time (including after an award hereunder), to increase or decrease the responsibility under an awarded contract.

**B.5.2** The Bidders pricing for the base period and each option shall be sufficient to cover all of the Contractor’s cost including, but not limited to all year-over-year labor wage increases, supervision, supplies (including all consumables), equipment, appropriately-sized containers, dedicated

vehicles, vehicle maintenance, fuel, license and permits fees, administrative, , overhead, profit and all applicable year-over-year service cost increases due to applicable market increase and fluctuations.

**B.6 List of Locations, Frequency Schedule and Price Schedule**

Please refer to Attachment J.1

**B.7 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE MARKET ONLY**

This IFB is designated only for certified small business enterprise (“SBE”) bidders under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. Thus, **ONLY Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE at the time of the Bid Due Date are eligible.**

**B.8** A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed non-responsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

**B.9** A bidder responding to this solicitation must submit with its bid a copy of the certification acknowledgment letter, and a notarized statement detailing any subcontracting plan required by law. Bidders responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit a subcontracting plan required by law. For contracts in excess of \$250,000.00, the Bidders shall ensure that at least 35% of the dollar value of the contract shall be subcontracted in accordance with Section H.6

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The Contractor(s) shall provide recycling hauling services in support of the Department's resource management efforts in accordance to guidelines established by the District Recycling Guidelines of Recyclables and in accordance with **Attachment J.1** - List of Locations, Frequency Service Schedule and Price Schedule, by Aggregate Group, for a two (2) year base period and up to three (3), one (1) year option periods.

It is the Department's objective to obtain professional recycling hauling services in accordance with the terms and specifications set forth in this solicitation. Recycling hauling services as specified in this solicitation shall be performed in accordance with the specified days of the week as listed in Attachment **J.1**.

All work shall be performed under the supervision of a qualified technician. The Contractor shall ensure that all employees comply with all applicable District regulations and practices with respect to work performed for the District. The Contractor's personnel will conduct themselves on-site in a professional manner at all times.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Industry Best Practice	National Waste & Recycling Association & Solid Waste Association of North America. Joint Advisory on Designing Contracts for Processing of Municipal Recyclables. Including Amendment 1 & 2.	Most recent
2	DC Law	The District of Columbia Sustainable Solid Waste Management Amendment Act of 2014 DC Official Code §§ 8-1031.03 and 8-1031.04	Most recent
3	Municipal Regulation	District of Columbia Municipal Regulations (DCMR) Title 21 DCMR, Chapter 21-7 Solid Waste Control Current regulations in 21-705 for solid waste and recyclables specifically in DCMR 21-2021 and 21-2022.	Most Recent
4	US Law	U.S. Department of Labor	Most Recent

		Occupational Safety and Health Administration (OSHA) General Contractor's Quality Control U.S. Law Plan - 29 CFR Part 1900 Subparts A-P Occupational Safety and Health Standards 29 CFR, Part 1910, Construction Contractor's Quality Control Plan – 29 CFR Part 1926 Hazardous and Toxic Materials	
5	<b>U.S. Law</b>	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste	<b>Most Recent</b>
6	<b>U.S. Law</b>	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273	<b>Most Recent</b>
7	<b>Executive Order</b>	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	<b>Most Recent</b>
8	<b>OCP Document (Directive)</b>	OCP Directive 1303.00 Environmentally Preferable Purchasing	<b>Most Recent</b>
9	<b>Federal</b>	Center for Disease Control Protocols	<b>Most Recent</b>
10	<b>Industry Standard</b>	ASTM E1971-05(2011): Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings	<b>Most Recent</b>
11	<b>DC Legal Requirement</b>	District Recycling Guidelines	<b>Most Recent</b>

### C.3 DEFINITIONS

For purposes of this solicitation, the following terms shall have the meanings set forth below:

**C.3.1** “**Acceptance**” constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

**C.3.2** “**Approval**” means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, MSDS, etc.), and has determined the documents

conform to contract requirements. District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.

- C.3.3** “**Annually**” means services to be performed one (1) time per calendar year.
- C.3.4** “**Bi-Annually**” means services to be performed two (2) times per calendar year, preferably six months apart.
- C.3.5** “**Bi-Weekly**” means services to be performed one (1) time per every two-week period.
- C.3.6** “**Contracting Officer (CO)**” shall be a business communications liaison between the Department and a Contractor. He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractors and Sub Contractors.
- C.3.7** “**Contractor**” means the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Agreement.
- C.3.8** “**Correction**” means the elimination of a defect.
- C.3.9** “**COTR**” means the Contracting Officer’s Technical Representative and is responsible for technical direction and administration of the contract advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR is responsible for general administration of the Contract and advising the CO as to the Contractor’s compliance or noncompliance with the Contract. COTR has the responsibility for the day-to-day monitoring and supervision of the Contract to ensure that the work conforms to the requirements, and other duties as authorized by the CO.
- C.3.11** “**Daily**” means services to be performed, at a minimum, of one (1) time per day.
- C.3.12** “**Deficiency**” means a lack of quality and/or sub-standard of work. For purpose of this solicitation, a deficiency is an item, or condition that is considered sub-standard, or below minimum expectations with regard to code, work product and safety.
- C.3.13** “**Easi Pay**” Department of General Services (DGS) Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>.
- C.3.14** “**EnergyCAP**” is a bill management platform used by DGS to track and audit energy and non- energy commodities, and to correlate costs and usage information.
- C.3.15** “**Hazardous Materials**” means any waste, substances, radiation or materials (whether solids, liquids or gases) that are hazardous, toxic, infectious, explosive, radioactive,



carcinogenic or mutagenic that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.

- C.3.16** “**Holidays**” are days observed by the District of Columbia Government.
- C.3.17** “**Inspections**” is a systematic practice of monitoring, at regularly scheduled interval inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR mandates, etc.
- C.3.18** “**Key Personnel**” refers to the Contractor’s personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor.
- C.3.19** “**Monthly**” means services to be performed one (1) time per month.
- C.3.20** “**Modification**” is a bilateral or unilateral change in the terms of a contract.
- C.3.21** “**Product Preference**” are products that are identified as "environmentally preferable", and bio-based will be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.
- C.3.22** “**Quality Control Program (QCP)**” or Plan to establish mutual expectations that required services are provided effectively. The Contractor’s QCP will include a system for identifying and correcting service deficiencies before the level of performance becomes unacceptable.
- C.3.23** “**Recyclables**” materials designated as acceptable for recycling by the Mayor’s List of Recyclables.
- C.3.24** “**Related Supplemental Services**” are recycling collection related work in addition to the requirements of the routine daily and monthly recycling services and periodic (quarterly) cleaning services. Related Supplemental Services include the following categories of work:
- C.3.24.1** “**Supplemental Periodic Services**” – recycling collection services related work which the Contractor will be requested to perform on a periodic basis.
- C.3.24.2** “**Supplemental Optional Services**” – recycling collection -related work which the Contractor may or may not be asked to perform. The District reserves the right to acquire

the optional supplemental services from sources other than the Contractor when it is considered in the best interest of the District to do so, price and other factors considered.

- C.3.24.3**      **“Response Time”** – The time allowed by the District, after initial notification to the Contractor, to be physically on the premises, with appropriate tools, equipment and/or materials, ready to perform the work required by the CO and/or COTR.
- C.3.25**        **“Salesforce”** is a cloud based CRM (Customer Relationship Management) software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements (SLA’s) and oversee city-wide facilities’ work order requests, and monitor contractor’s costs and performance. Contractors are required to update the system in a timely manner and understand DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.
- C.3.26**        **“Service Calls”** are considered standard service requirements, such as nonrecurring requests for emptying of litter and recycling bins for special events as requested by the CO, and/or COTR.
- C.3.26.1**      **“Service Call Type”:** Time starts when a service call is initially submitted to the Contractor during occupant work hours.
- C.3.26.2**      **“Routine Service Calls”:** Routine calls are service calls during Occupant Work Hours, which are not considered urgent or emergency service calls.
- C.3.26.3**      **“Urgent Calls:** Service calls during Occupant Work Hours, which interrupt or otherwise adversely impact the District, or building occupant operations.
- C.3.26.4**      **“After Hours Emergency Calls”:** Those service calls that consist of correcting failures which constitute an immediate danger to personnel or property as determined by the COTR, BM and/or BMS. Response time for After Hours Emergency Calls at other than “Occupant Work Hours” shall not exceed two (2) hours.
- C.3.27**        **“Sanitation”** is a measure that promotes cleanliness and pest-free surroundings.
- C.3.28**        **“Scale Transaction Report”** (aka Tonnage Report) is a supplemental report documenting all transactions at the designated transfer stations and/or disposal centers.
- C.3.29**        **“Supplemental Services”** are services that are above standard, and are not covered in the monthly price of the contract. Contractor prices include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management. Supplemental Reimbursable Services are requested by and performed for the convenience

of occupant agencies that are not required under “standard services” or “standard planed services”.

**C.3.30** “**Technology Vendor**” means the company or companies selected by DGS to provide service verification or business intelligence hardware and/or software.

**C.3.31** “**Weekly**” means services to be performed one (1) time per week.

## **C.4 BACKGROUND**

The District of Columbia Department of General Services is seeking Contractor(s) to provide recycling hauling services in support of the Department’s resource management efforts in accordance to guidelines established by the District Recycling Guidelines.

The collection and removal of waste materials in a cost effective and environmentally safe and secure matter, as part of a comprehensive waste management program requires industry knowledge and expertise. The goal of this procurement is to provide the mechanism for the Department to secure recycling hauling services in support over 80 operational agencies under the purview of the Executive Office of the Mayor.

## **C.5 REQUIREMENTS**

The Contractor shall provide all labor, materials, equipment, containers, dedicated vehicles, management, recordkeeping, reporting and other services necessary to successfully perform recycling hauling services for various District properties listed in **Attachment J.1**.

### **C.5.1 SERVICE STANDARDS**

**C.5.1.1** The specifications herein are a statement of the minimum level of recycling hauling services and standards of performance that the Contractor shall abide under the Award. They are not intended to represent maximum performance levels or limitation of the effort the Contractor shall expend to accomplish said work. The task and expectations related to the hauling function are all inclusive. The CO may add or delete from these functions, as justified. All changes to any contract terms or functions will be executed by modification.

**C.5.1.2** All costs associated with complying with the requirements herein are included in the firm-fixed fully loaded monthly service rate. The Contractor shall provide all labor, supervision, management, materials, equipment, containers, supplies (including consumables), vehicles, recordkeeping, reporting and all other supplies and services necessary to successfully perform waste hauling and all related supplemental services in accordance with the standards described and set herein.

**C.5.1.3** The Contractor shall provide recycling hauling services and related supplemental services for the Department of General Services. The Contractor shall use best efforts, skill, judgment, innovation, technology, and abilities to meet the industry and Department performance standards specified herein.

**C.5.1.4** The Contractor shall develop a comprehensive and detailed Operations Plan designed to adequately staff and meet the standard service level requirements outlined in this Scope of Work and in accordance with the most current industry standards. The Contractor shall comply with the most recent versions and any future revisions to all applicable Federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services.

## **C.5.2 STANDARDS OF PERFORMANCE**

**C.5.2.1** Contractors must establish which personnel will be responsible for maintaining hauling technology installed in collection vehicles. On a daily basis before beginning collection, these individuals shall perform a Daily System Check on the hardware system of their truck to verify that the system powers up and will read RFID tags correctly. It is recommended that containers with RFID tags be kept in the yard so that responsible personnel can use these containers to perform Daily System Checks.

**C.5.2.2** Contractors must designate one or more Data Officer(s), who will be responsible for performing daily Data Download Checks. On a daily basis, these individuals shall be responsible for:

- a. Logging into web-based platform to verify that each truck which performed service on that day successfully downloaded RFID data;
- b. Documenting daily download checks by sending daily score-card email to key individuals, including COTR, that summarizes which trucks successfully downloaded and how many containers were collected that day;
- c. Notifying COTR (via Salesforce or other DGS-designated platform) and drivers, if a truck system did not completely download collection data, and begin troubleshooting process immediately. Neither email, text message, nor phone shall be used as the primary method for communicating this message.

## **C.5.3 VEHICLE STANDARDS**

Each collection vehicle operated under this contract (Dedicated Trucks) shall be affixed with a DGS-owned and provided all-in-one UHF RFID reader described in **Section C.8**. Dedicated Trucks shall not be permitted to perform collections unless the required hardware has been installed and has been verified as functioning through a Daily System Check. Contractor shall have the necessary vehicles to perform deliverables at the time of the award and/or, shall provide evidence of purchase or lease, before the transition period, of all containers, vehicles, and permanent RFIP-equipped units needed to fulfill the award.

All vehicles used by the Contractor or his representatives shall be in compliance with all applicable federal, state, and local laws, inspections, and regulations, including, but not limited to, the permitting requirements under Chapter 25 of Title 18, DCMR by the DC Department of Transportation (DDOT), the DC Department of Consumer and Regulatory Affairs (DCRA) and the DC Department of Public Works (DPW).

**C.5.3.1** The Contractor shall dedicate vehicles for the collection of DGS recyclables only. Trash shall not be co-mingled with any recyclable materials at any time.

- C.5.3.2** 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 Group(s) identified in **Attachment J.1**. The Contractor shall confirm the following information for each collection vehicle within five (5) days of contract award:

Truck No.	Make/Model/Year	VIN Number	Vehicle Type	Service Type	Capacity (cubic yards.)	Tag	Award Group Assignment

- C.5.3.3** 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 Contract award and on request by the District thereafter. Nonconforming vehicles will be reported to the Department of Consumer and Regulatory Affairs. Applicable fines will be the sole responsibility of the Contractor.

- C.5.3.4** Any collection vehicle found non-compliant during the course of the agreement shall be removed immediately from service per COTR's written instructions. No vehicle used in the performance of the Contract shall exceed ten (10) years of age at any time. *The District reserves the right to examine most recent maintenance records to corroborate equipment upkeep, issues and repairs.*

- C.5.3.5** The Contractor shall plan, schedule routes, and coordinate recycling collections from each service location listed in the awarded Aggregate Group(s) in accordance with the Service Requirements.

- C.5.3.5.1** All collection vehicles shall be maintained in a clean and sanitary condition, be watertight, and be free of oil and hydraulic leaks at all times. Sufficient spare collection vehicles by type and repair parts shall be maintained by the Contractor.

- C.5.3.5.2** The collection schedule is subject to change upon request by the COTR at no additional cost to DGS. Haulers are encouraged to optimize routes to limit mileage and maximize collection efficiency from the Collector's starting point to disposal locations. The Contractor shall travel on arterial streets except for the minimum travel amount necessary for collection on non-arterial streets.

- C.5.3.6** DGS requires dedicated trucks, or the submission of a valid DGS/DPW Authorization Document by the Contractor to transfer station personnel, for a DGS load to be accepted (at no cost to the Contractor) at DPW's transfer stations. Materials on trucks that are not on the pre-authorization list or who do not present a valid Authorization Document, will be charged to the Contractor's credit card based on the material type and the net tonnage. DGS will not reimburse the contractor unless supporting evidence is presented to the COTR for review and approval/rejection.

## **C.5.4 RECYCLING CONTAINERS**

**C.5.4.1** The Contractor shall provide the number and type of recycling containers required to successfully perform the required services for the Aggregate Group(s) identified in **Attachment J.1**, with the exception of those identified as provided by Government. The Contractor shall secure temporary container inventory to guarantee continuity of services after the award, if they do not own the required units in/around the time of the award until he/she is able to secure the required infrastructure. The Contractor shall ensure that the recycling containers are compatible in all respects including, without limitation, dimensions and loading mechanisms with the collection vehicles that service the containers.

Contractor shall issue RFID tags to all preexisting compactor units as per Section C.8. Provision of the tag(s) will be cost reimbursement eligible.

**C.5.4.1.1 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).

**C.5.4.1.2 RFID Specifications and Installation.** Dumpsters should 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 substrates. Carts should be equipped with UHF RFID tags that have been pre-associated at manufacturing facility. The RFID tag must be installed within the container body, with no exposure to the outside elements. The serial number must be the same number as what is used to identify the container. Adhesive or sticker RFID tags will not be acceptable. RFID tags may not be placed inside of the container or affixed to the container lid. RFID tag retrofits require COTR approval for each retrofitted container. Barcodes are not an acceptable way to track container inventory.

**C.5.4.1.3 Markings.** On the front of the container, the Contractor shall place permanent “**RECYCLING ONLY**” sticker with a height between 4 and 17 inches to denote the type of material to be collected in the container; container ID number; company name; and company telephone number. All dumpsters and 96GA carts shall include a programmable RFID microchip compatible with the mounted RFID Reader required by Government. The containers will remain the property and responsibility of the Contractor with the exception of those provided by Government. The COTR may decide to provide stickers for marking containers; if stickers are provided, the Contractor must use those stickers provided by DGS for marking containers.

**C.5.4.1.4** 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 monthly inspections of containers to ensure compliance with the terms and conditions of the contract.

**C.5.4.1.5** Contractor shall develop a schedule identifying when equipment will be take-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. Copies of the monthly inspections and maintenance schedules shall be uploaded in Salesforce no later than the 5th of the month.

- C.5.4.1.6** Contractor will be required to wash /sanitize all containers as part of their maintenance service on a quarterly basis, or as needed. Schedule development to be coordinated with COTR within sixty (60) days of the contract award.

#### **C.5.4.2 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.
  5. Color: Recycling containers shall be **blue**. The Contractor shall ensure that recycling 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%;
  6. All recycling 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; padlocks on side-feed sliders; and in some cases, welded side-feed doors to control access and reduce illegal dumping risk. In the case of the gravity bar; and
  7. All containers must have RFID tags to enable location and service tracking. All 96-gallon carts must have a manufacturer-installed Radio-Frequency Identification (RFID) programmable microchip; and all dumpsters must have a programmable RFID Xtreme Metal Tag type approximately 5.75L x 2.4W x 0.31H inches with a minimum 6-foot read range on metal substrates. *Barcodes no longer will be an acceptable way to transmit data.*

#### **C.5.4.3 Cubic Yard Front End/Rear End Loading**

The Contractor shall provide front end/rear end loading containers with the capacity of two (2), three (3) 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), three (3), 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. Other markings: Dumpster wrap to advertise/promote recycling collections in high traffic areas might be required. All containers shall list in one easily readable location on the container, detailing of proper use of the container.

#### **C.5.4.4 Ninety-six (96) Gallon Carts (“96GA”)**

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

- a. 96-gallon cart shall have wheels and a handle so that they are easily maneuverable and can be pushed and pulled with minimal effort.
- b. Each 96-gallon cart 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.

#### **C.5.4.5 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.
- (e) **Container ID #.** All service transactions will use this container ID # to track services. Number will need to be reference to for all scale transactions.

#### **C.5.4.6 Roll-Off Containers, Compacting**

The Contractor shall provide or service, as applicable, compacting containers with the capacity of two (2), four (4), fifteen (15), and thirty (30) 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 full level capacity for a two (2), four (4), fifteen (15), and or thirty (30) cubic yards compacting fi, respectively of material without bulging, splitting of seams, damage to doors, or other damage of any kind.
- (e) Container ID #. All service transactions will use this container ID # to track services. Number will need to be reference to for all scale transactions.

## **C.5 INVENTORY ASSESSMENT**

**C.5.1** During the transition phase a complete building assessment and unit inventory will be conducted to ensure delivery of the required container inventory is completed on time/on schedule. Copy of complete reassessment shall be provided to the COTR for subsequent distribution to applicable Project team and tenant agency representatives as proof of equipment delivery. Any proposed changes to aggregate group equipment shall be provided to the COTR for CO approval. Changes to this list will require contract modification issued by the CO.

**C.5.1.2** The assessment shall be provided electronically, either in .csv file format or via database access, and include the following information for each container to be used under this contract:

- a. Unit Type
- b. Unit Size
- c. Serial Number
- d. Manufacturer
- e. Description/Model
- f. Date of manufacture
- g. Location of manufacture
- h. RFID Tag number
- i. Unit Cost

## **C.6 PREVENTIVE MAINTENANCE**

**C.6.1** Preventative maintenance applies to all equipment, containers, and inventory maintenance standards required in Section C.5.4. Preventive maintenance schedules should reflect daily, weekly, monthly, quarterly, semiannual or annual preventive maintenance, inspections, and testing requirements, as applicable. All services shall be reported in Daily Reports (Section C.34).

- a. Planned maintenance and repairs – written notification for all events is required.
- b. Spare parts – vendor shall be able to provide necessary parts and equipment on a no-notice to 24 hr. notice for most services.
- c. Standard OP procedures

- d. Follow DGS Emergency and non-emergency tier of service

## **C.7 SERVICE TRACKING AND VERIFICATION TECHNOLOGY**

- C.7.1 Hardware.** Contractor will purchase hardware for container and vehicle tracking and collection verification. The Contractor must provide proof of purchase of all required hardware to COTR within ten (10) days of contract award. The cost of RFID Reader Technology will be a reimbursable cost, at no mark up to DGS, not to exceed \$11,650 per vehicle operating under this contract. DGS will maintain ownership of this hardware for the duration of the contract.
- C.7.1.1 On-Board Observation Panels.** Contractor will purchase on-board observation panels which shall be installed in the truck cabin of each truck, including spare trucks, to be operated under this contract. Drivers shall utilize observation panels to record issues preventing collection, such as container blockage or contamination. Specific requirements for use of On-board observation panels will be communicated to Contractor by COTR.
- C.7.1.2 RFID Readers and Tags.** Contractor will purchase and provide Contractor with all-in-one UHF RFID readers that include a GPS module, cellular module, and offers visual and audio annunciators to verify collection. Every truck operating under this contract is required to be equipped with a DGS-designated RFID reader; every hauling container shall be equipped with a UHF RFID tag that has been pre-associated at the manufacturer's production facility; if an RFID retrofit is required, all RFID retrofits must be approved by COTR in writing. The Contractor shall be responsible for ensuring that all containers used under this contract are accurately associated with site location. RFID specifications and installation requirements are detailed in **Section C.5**.
- C.7.1.3 Installation.** The Contractor shall be wholly responsible for the provision of all labor, tools and equipment required to install hardware in their collection vehicles. The Contractor shall be responsible for making a 12V power supply available, mounting brackets, and installing applicable hardware for each collection vehicle to be operated under this contract. The Technology Vendor will provide all necessary parts, oversight and instructions necessary for hardware installation.
- C.7.2 Web-Based Platform.** DGS will provide Contractor access to a secure web-based software platform, which shall enable both DGS and the Contractor to view vehicle locations and collection information.
- C.7.3 Proper Use.** Hardware purchased and owned by DGS shall be operated in accordance with proper operating procedures as prescribed by Technology Vendor. Any necessary hardware repairs or replacements that are made necessary by the improper use, abuse, or lack of reasonable care by the Contractor will be quoted and billed to the Contractor accordingly.

**C.7.4 Data to be recorded.** The technology described in this section will be used to collect information on vehicle location, container location and collection time, issues preventing collection, and additional information at DGS' discretion. All new information created or collected in pursuance of this contract shall be collected and stored in a machine-readable open format, using relevant data standards, and will be considered to be "Open by Default" unless otherwise indicated by DGS.

**C.7.5 Maintenance.** All personnel performing service under this contract will be trained by Technology Vendor on proper operating procedures, including the performance of system checks, basic primary system unit replacements, and troubleshooting procedures. The Contractor will be responsible for removing damaged or malfunctioning technology from collection vehicles and coordinating with COTR and Technology Vendor to obtain and re-install properly functioning hardware.

**C.7.6 Purchase.** DGS will procure a software subscription services for a web-based platform that displays RFID-transmitted waste asset data and records observations from and in-cab observation panel, or other industry equivalent. This platform will integrate with a Salesforce work order management system.

The Contractor must provide proof of purchase, broken out by line item, of all required hardware to COTR within ten (10) days of contract award. The Contractor must secure all-in-one UHF RFID readers that include a GPS module, cellular module, and offer visual and audio annunciators to verify collection. All UHF RFID readers must integrate with the software web-based platform. The Contractor must purchase and install, with Technology Vendor oversight, the UHF RFID readers at a not-to-exceed cost of \$11,650 per vehicle operating under this contract and with no mark-up.

The Contractor must secure and provide proof of an extended warranty for all RFID technology procured for the lifetime of the contract for all RFID equipment under this contract.

## **C.8 PICK UP SCHEDULE**

The Contractor shall provide standard recycling hauling services for the work items listed below:

### **C.8.1 Normal Schedule, Seasonal Schedule, and Special Pickups**

The Contractor shall schedule normal pickups in accordance with the service requirements and schedule provided in **Attachment J.1**.

**C.8.2** The Contractor shall provide seasonal and special collection pickups on as-needed basis as requested by the COTR authorized through the issuance of a Task Order in accordance with the Supplemental rates established in **Attachment J.1**.

**C.8.3** 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, unless deemed as supplemental by the CO.

**C.8.4** Several locations under this contract may have special site requirements such as reduced truck height clearance and egress issues. Some examples of this can be found at Marie Reed Elementary at 2201 18th Street, NW, Ballou High at 3401 4th Street, SE, MPD Headquarters located at 300 Indiana Avenue, NW, Bundy Building at 1700 Rhode Island Avenue, NE, DC Armory at 2201 East Capitol Street, SE, DC Jail located at 1901 D Street, SE, New Beginnings 8400 River Road, Laurel MD. Contractor must plan accordingly.

**C.8.5 On-Call and Emergency 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, or lift-gate box truck for recycling purposes. In most cases, materials are to be taken to an OCP-designated recycler like Smith & Sons located at 2201 Kenilworth Avenue, Capital Heights, MD 20743. Special dump slips will be provided by the COTR or designee. Weight tickets and transactions receives will be required via email within 48 hours of service. DGS reserves the right to negotiate prices for on-call and emergency services at the time of request.

**C.8.5.1** At times, emergency pick up services will be required. An emergency pick up is a service requiring a 2-4 hour response time window from acknowledgment and mobilization. Before & after photo evidence of completed service will be required, and should be attached to related work order in the Department's Salesforce work order management system. Photographs should sufficiently demonstrate completion of required service.

**C.8.5.2 Response Time Tier**

Each service request will be assigned a priority level that will dictate the Contractor's appropriate response time.

1. Emergency – an emergency constitutes an issue that presents an immediate health/safety risk. Acknowledgement/response with 2 hrs. Temporary measure might be required. Service to be completed within 24 hrs. (Unless repair request is placed “on hold” pending labor or parts.)
2. High priority – issue that might potentially escalate impacting health/safety. Acknowledgement within first 72 hrs. Resolve within 10 days (unless request is

placed “on hold” due to repairs or link to a specific action or contract requirement.

3. Routine – this are associated with normal operations. Acknowledgement within 96 hrs. or 0-4 days. Response within 30 days.

**Unless otherwise specified, all hauling service calls will be considered high priority services,** unless they are linked to general maintenance and/or wear and tear repair services, or present an immediate threat to health or safety.

## **C.9 RECYCLING STANDARD PICK UPS**

**C.9.1** The Contractor shall empty all recycling containers at each service location, and shall return the container to its original position. The Contractor shall collect recycling so as not to allow spilling of recycling on private or public property. The Contractor shall pick-up any recycling overflow outside the container caused by spillage at the time of scheduled pick-up at no additional cost to the District. The Contractor shall collect and deliver all recycling to District’s designated transfer stations for disposal purposes.

## **C.9.2 COLLECTION TIMES**

The Contractor shall not collect between the hours of 9:00 p.m. and 7:00 a.m. in residential areas, special purpose, or waterfront zones, or within 300 feet of any of these zones in accordance with Trash Collection noise Law, DC Law 17-259 and companion Municipal regulation DCMR 20, Sec. 2700.1.

## **C.9.3 HOLIDAYS**

The Contractor shall provide collection services on all legal holidays except New Year's Day, Thanksgiving, and Christmas Day. However, these days shall be made up before or after the holidays so that no school or facility skips service. DGS may change the holiday collection schedule at its sole discretion with 10 business days advance notice.

## **C.9.4 MISSED COLLECTIONS**

The Contractor shall provide same-day notification of missed pick-ups, for any reason, and any corrective action schedule via Salesforce. In addition, the Contractor must notify the COTR if their collection services are behind schedule. When a missed collection is caused by snow or severe weather, by a blocked container, force majeure or any other condition that makes collection impossible (in the opinion of the COTR), no performance fees will be charged. However, the Contractor shall restore service as quickly as possible once conditions improve, particularly at school locations, where sanitation is a high priority. Additionally, it is the responsibility of the Contractor to notify the COTR by phone or email

and through Salesforce if any dumpster or container is inaccessible or not serviced on time. The Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by the Contractor, also submitted via the Daily Report.

Contractor shall cure deficiencies within 24 hours. Missed collections, not cured within 24 hours of notification or affixed with appropriate tag for non-collection (Section C.10.2). If the Contractor is requested by the COTR to make a return trip due to no fault of the Contractor, the Contractor shall be permitted to charge for an additional collection as per the Collection Services Schedule in Section B.6.

#### **C.9.5 CONTAMINATED MATERIALS**

The Contractor shall identify whether a container contains contaminated materials based on a surface-level visual check. If a container is considered to be contaminated, the Contractor is required to tag any contaminated materials for disposal as trash with tags either provided by or approved by the COTR. Under no circumstances shall the Contractor fail to leave a completed and affixed Notification Tag for contaminated refuse. The Contractor's failure to leave a completed "Notification Tag" as required herein will be subject to.

In addition to tagging contaminated containers, the Contractor shall record contamination using in-cab observation panel and notify the COTR in a manner specified by the COTR and on the same day of improper preparation/set out, or non-compliance. The notification to the COTR shall be posted through Salesforce and shall include, at a minimum: the service address; date and time of attempted collection; collection truck number; reason for non-collection; and a photograph(s) of the uncollected cart, container, bag, bundle, pile, and/or item that clearly shows the Notification Tag(s) affixed.

#### **C.9.6 FAILURE TO LEAVE NOTIFICATION TAG**

Under no circumstance shall the Contractor fail to leave a completed and affixed Notification Tag for recyclables not collected by the Contractor due to prohibited materials, improper preparation/set out, or other non-compliance pursuant to the District Recycling Guidelines. Each notification tag left by the contractor shall include a clear and legible explanation as to the reason why the recyclables were not collected. The Contractor's failure to leave a completed Notification Tag as required herein will be counted against the Contractor as a missed collection and will be subject to a cure notice. The COTR will make the final determination as to whether the uncollected recyclables containing prohibited materials, were improperly prepared or set out, or were otherwise non-compliant.

#### **C.9.7 INTERRUPTION OF SERVICE**

The Contractor shall make up collections not performed due to street repairs or closures at the earliest possible time. In case of severe snow storms or other severe inclement weather which makes collection impossible or impracticable, the COTR may suspend the collection services or the Contractor may temporarily suspend the collection services, only with the prior written approval of the COTR. The Department will not pay for contract services not

performed as a result of suspended collections due to inclement weather, natural disasters, or other events beyond the District's control, or Contractor's failure to perform required services. Failure to collect at scheduled locations without notifying the COTR may result a cure notice.

## **C.10 QUALITY ASSURANCE CONTROL PLAN (QCP)**

The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully. The Contractor's QCP shall be a system for identifying and correcting deficiencies in the quality of service delivery before the level of performance becomes unacceptable and identify areas to improve service delivery. The QCP shall be prepared by the Contractor and provided as part of submission to this solicitation. Contractor shall provide updated QCP to COTR upon award, and collaborate with COTR as needed to update the QCP.

### **C.10.1 The QCP must address the following questions:**

1. How many trucks, bins, and people will be required to service each aggregated site list?
2. How will the Contractor ensure that back-up equipment and personnel are available on short order?
3. How will the Contractor will handle notification of a missed pickup, which is unexcused and requires cure within 24 hours?
4. How will the contractor monitor and respond to service calls and the resolution of complaints?
5. What systems will the Contractor utilize to track performance on the ongoing execution of daily routes?
6. How will the Contractor guarantee that vehicles are used only for the collection of DGS recyclables?
7. Detail any experience that the Contractor has in working with automated RFID-Driven data-collection technology, or any other advanced waste-collection technology platforms.
8. Right-Sizing service at sites is a challenge, but an important priority for DGS. Please explain how the Contractor's team will track which sites are receiving too much service, and not enough service, and how you will communicate instances to the DGS COTR.



**C.10.1.1 Please explain how the Contractor will adapt its services when the DGS COTR determines that sites:**

1. Are receiving too much service
2. Are receiving insufficient service
3. Require extra containers
4. Need to have surplus containers removed

Providing recycling hauling services to a portfolio as large as DGS's requires flexibility. Describe how the Contractor will handle increased and decreased service levels at sites, including transitioning sites to and from other vendors.

DGS requires total control over the data created in the execution of its recycling hauling services. How will the Contractor ensure data quality, given the requirements of technology platforms like the RFID tracker, as well as the requirements of invoicing and reporting.

**C.10.1.1.2 Explain the extent to which the Contractor will use Subcontractors to fulfill service obligations? The Contractor should list any subcontractors that they plan to work with under this contract.**

1. How do you plan to ensure high levels of service from your subcontractors
2. Please also include any previously developed QCPs.

**C.10.1.1.3 The Quality Control plan shall include:**

- a. A dedicated point of contact for compliance and updating the QCP.
- b. A point of contact for 24-hour emergency cure.
- c. Demonstrated experience with waste and recycling hauling in an urban setting.
- d. Guarantee that the Contractor will be able to provide at least three (3) dedicated trucks, two (2) per route and one (1) in reserve, for each aggregate group the Contractor submits bids for.

**C.10.2 The QCP shall be prepared by the Contractor as part of the initial bid for the recycling services contract. Failure to address the issues above may result in disqualification.**

The Contractor's QCP shall be a living document. After the contract is awarded, Contractor will be expected to work with the COTR to make the initial submission into an operational document that will guide the execution of the contract.

The QCP will be reviewed monthly and changed when necessary to ensure vendor compliance and to ensure that the QCP captures reasonable mutual expectations between Contractor and the COTR and CO.

## **C.11 WASTE TRANSFER STATIONS**

- C.11.1** The Contractor(s) shall be required to establish an account with the Department of Public Works (DPW) in advance of conducting any hauling activities under this agreement. Establishment of this account requires the contractor to place a valid credit card on file with DPW. Credit card should have a minimum monthly allowance of \$25,000.00. Number of credit cards on record will be limited to two (2) cards.
- C.11.1.2** DGS reserves the right to establish an account with the DPW to accept transfer station tipping fees for contractors that are hauling DGS materials. Only DGS/DPW "pre-authorized" vehicles will be authorized to dispose of materials at either the Fort Totten or Benning Road waste transfer stations with a valid DGS/DPW "Authorization Document."
- C.11.1.3** A pre-authorized truck becomes a "dedicated" truck. Pre-authorization of a truck(s) requires a 48 hour advance notice to the COTR and DPW counter parts.
- C.11.1.4** A dedicated truck is not permitted, under this contract, to dump any material at the DPW transfer stations for any business or entity other than DGS, unless vehicle is cleared by the DPW scale operations administrator.
- C.11.1.5** A dedicated truck can be removed from the pre-authorization list for use by the contractor to conduct non-DGS business with a 48 hour advance notice to the DGS representative.
- C.11.1.6** DGS/DPW may provide blocks of Authorization Documents to the Contractor for use in dumping loads at the DPW transfer stations under the DGS account. On this occasion, the Contractor will bear responsibility for the control and issuance of these single-page Authorization Documents to their drivers. Failure to comply with Authorization Document policies and procedures could result in associated loads being charged to the Contractor, with no reimbursement.
- C.11.1.7** The Contractor shall use the District-operated Ft. Totten and Benning Road waste transfer stations, or any other District-designated site only. All weight tickets obtained from the District's Waste Transfer Stations shall be provided to the COTR.

**C.11.1.8** The District shall either supply to the Contractor, or request that the Contractor purchase as a cost-reimbursable with no markup, hardware components specifically designated by the Department for the purpose of monitoring service delivery and service delivery issues. Specifically, the Contractor(s) will be provided with or asked to purchase a service verification technology device, which also serves as an Automatic Vehicle Locator (AVL), to be installed in each of the contractor's vehicle(s) to be used on this contract, including substitute vehicles, and any sub-contractor's vehicles, if applicable. The service verification technology device is considered "District Property".

**C.11.1.9** The District may choose to conduct audits of material as it is delivered to the waste transfer station in order to ensure that material delivered by the Contractor in dedicated trucks does not exceed acceptable contamination levels.

## **C.12 SUPPLEMENTAL SERVICES**

**C.12.1** CO Approval: With advance CO's written approval to perform task(s) and a Purchase Order ("PO") in place, Contractor(s) shall be reimbursed for costs incurred in performing Supplemental Services. The Contractor shall use the rates established in the Supplemental Reimbursement Services Price Schedule (**Section B.6**) as the fixed rates established for cost reimbursement; provided that the total cost of Supplemental Services shall not exceed the amount set forth in **Section B.4**.

**C.12.2** Contracting Officer Technical Representative ("COTR") Approval: with advance written authorization from the COTR, Contractor(s) may complete work immediately for services with a not-to-exceed cost up to \$1,500.00 for each Aggregate Group and a PO in place for Supplemental Services, as provided in the Supplemental Services Price Schedule, **Section B.6**. Contractor shall include invoices for these services in the next Monthly Invoice Report.

## **C.13 TRANSITION AND EXIT PLAN**

Successful Bidders are to submit a Transition Plan describing their equipment on, equipment to be acquired, and timetable for full compliance as part of the bid. The transition period will be four (4) weeks long.

The Transition Plan must provide:

- a. A detailed accounting of how your team plans to have bins deployed, routes designed, and the appropriate amount of equipment and manpower to service each of the aggregate lists.
- b. Confirmation that the Bidder will be able to commence service at each site bid within 4 weeks of contract award.

- c. A list of expected contributions from the COTR and DGS.
- d. A plan for collaboration with the sites' current recycling service providers including a plan for temporarily leasing bins from current service providers if necessary.
- e. Any previously executed Transition Plans

Please confirm that your Transition Plan will include:

- a. A dedicated point of contact for the transition process

Upon award, Contractor shall work with COTR to refine and deploy the Transition Plan.

Contractor shall draft an Exit Plan, following the transition period, to guide future contract transition. The plan shall consider a 90-day transition period between contracts and shall identify issues, risks, project team and roles, administrative activities, communications plan, and logistics related to transition. The objective of the Exit Plan is to minimize impact on government operations and reduce the risk of any disruption in services. The plan will serve as the communication tool for all internal/external stakeholders. It will also help develop a logistics strategy by identifying schedules, milestones and measurable commitments, costs estimates (i.e. labor, materials, equipment, subcontracting activities, etc.).

The Exit Plan shall include a checklist of all action items, point of contact placeholders, and action due days to account for the 90-day transition.

#### **C.14 STAFF ATTIRE AND IDENTIFICATION**

**C.14.1** The Contractor's staff shall wear or carry identification at all times, supplied by the Contractor, at all times.

**C.14.2** The identification badges shall provide company logo, employee's name, and employee photograph.

**C.14.3** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

#### **C.15 STRIKE CONTINGENCY PLAN**

The Contractor shall develop and submit a Strike Contingency Plan (SCP). The SCP shall describe in detail how the Contractor shall staff the recycling routes to provide

the required services in event of a strike by the Contractor's employees. The SCP shall be provided to the COTR within 30-days of award.

## **C.16 SUPERVISION**

The Contractor shall provide the supervision of staff and make the management and operational decisions required to successfully provide the required services at the quality standards described.

## **C.17 STAFF TRAINING**

**C.17.1** The Contractor shall communicate all terms, standards, policies and conditions outlined within this scope of work to Contractor employees. The Contractor shall provide a training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.

**C.17.1.1** Contractor's employees performing work pursuant to this agreement shall be trained on the importance of recycling.

**C.17.1.2** Drivers shall be training on the specific routes to which they are assigned for at least two consecutive weeks to reduce the risk of missed collections and delays.

The Contractor shall be responsible for training and re-training, as necessary, all existing employees performing work under the Contract. Employees performing collection services shall at all times: exercise due care, do their work without delay, minimize noise, avoid damage to public and private property, firmly close lids on collection containers, return containers to the proper location and position, close any gates that require opening, as well as abide by all other standards of behavior for employees specified in the Contract.

All personnel who will perform service under this contract must participate in technology training. The Contractor shall make all personnel available for this training, which will be scheduled by DGS after initial contract award and on an annual basis thereafter. The Contractor shall contact COTR to request additional technology trainings.

Contractor(s) will be scheduled for Salesforce and EnergyCap training 20 days of award.

## **C.18 SECURITY REQUIREMENTS**

The Contractor shall comply with all security requirements and procedures of the facility.

**C.18.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152).

**C.18.1.1** The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DGS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks but the staff member shall be supervised at all times pending the results of the criminal background check and at no time provide services to youth residences independent of supervision.

**C.18.1.2** The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DGS through the COTR, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DGS, which will determine the employee's suitability for continued employment.

**C.18.1.3** The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal background clearance, child protection register clearance, drug and alcohol screening.

**C.18.1.4** The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

## **C.19 CREDENTIALING PROCEDURES AND FORMS**

The Contractor shall obtain facility access badges for all staff, including staff of subcontractor(s), if applicable, prior to providing services. The Contractor is responsible for all costs associated with obtaining ID and access credentials/badges. The Contractor shall obtain clearance and credentials by completing the required steps/forms as listed on **Attachment J.14**. Contractors shall not be granted access to DGS facilities if they do not show proper credentials/badges.

## **C.20 EQUIPMENT AND SUPPLIES**

**C.20.1 Equipment Inventory:** The Contractor shall provide an inventory list of equipment and supplies that will be used to fulfill the requirements of this contract to the COTR within ten (10)-days following contract award.

**C.20.2 Delivery of Supplies:** The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless otherwise approved by the COTR, such deliveries shall be made weekdays before 4:00 p.m. and/or on weekends. Additionally a Supply Delivery Schedule shall be submitted for the review and approval of the COTR.

## **C.21 SERVICE CALL PROGRAM**

The Contractor shall implement an effective service call program to address calls for the interior and exterior cleaning services to result in prompt, professional, and courteous resolution of tenant concerns. The Contractor's service call program shall address or include the following:

- a. Operating policies and procedures with emphasis on customer service, quality, and responsiveness;
- b. Provide the appropriate administrative staffing, during building(s) operating hours and during the Contractor's regular after hours cleaning schedule, to directly receive, record, respond, and track and monitor the resolution of all service calls;
- c. Respond within two (2) hours to routine service calls;
- d. Respond within one (1) hour to urgent service calls;
- e. Include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the COTR on a monthly basis and as back up supporting documentation to all monthly invoices; and
- f. Notify the COTR immediately if a service call cannot be resolved.
- g. The Contractor shall remain on the job until each emergency situation is corrected.

## **C.22 COMMUNICATION PLAN**

The COTR, relevant DGS Staff, and the Contractor's Representative shall periodically meet in order to foster effective and open communication, which is an important part of Contract implementation and administration.

**C.23.1** The Contractor shall keep the COTR informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the COTR.

During the Transition, meetings between the Contractor's Contract Representative and DGS shall be held weekly, or more or less frequently as mutually agreed to by the parties. The primary purpose of the meetings will be to discuss transition of the contract; present resolution of any issues, complaints, or problems, and to finalize reporting/invoicing formats.

**C.23.1.2** The Contractor shall prepare and provide to the COTR, and or his/her designate a communication plan detailing how the Contractor will use technology (two-way digital communication) to communicate with District Representatives, to receive and respond to service calls, emergencies, status of projects, invoicing, general communication, tenant complaints etc. The Contractor shall provide the CP for the COTR's review and approval within ten (10)-day of contract award. The Communication Plan shall include, at a minimum, detailed provisions for:

- a. Two-way devices (Blackberry, I-Phone and etc.) by all Contractors supervisory staff;
- b. Standard procedures for submission of requested documents in electronic (PDF and/or Word Files) and printed format;
- c. Provide key operational personnel (managers or supervisors) with portable electronic means to communicate with the District for service calls, emergencies, status of projects, etc.;
- d. Electronic receiving and transmitting methods may include the following:
  - 1. A text-messaging device used to send and receive messages. Contractor is responsible for all costs associated with electronic messaging device.
  - 2. A portable email device used to send and receive messages.

## **C.24 SERVICE TRACKING AND VERIFICATION TECHNOLOGY**

The Contractor shall provide a completed Daily Incident Report (DIR) when there are incidents that must be reported to the COTR, a Monthly Invoice Report (MIR) each month, and an Annual Invoice Report (AIR) at the end of each contract year.



The MIR will be submitted to the COTR on or before the 5th of each month, a call will be led to review the invoice on or before the 7th of that month, and a final invoice will be submitted by the Vendor to the COTR and EASI-PAY by the 9th of that month.

On or around the 25th of each month, the Contractor and the COTR will review the invoice template for the upcoming month by phone.

**C.24.1 Daily Incident Report (DIR).** The Contractor shall provide a daily report to the COTR when an incident, including any equipment failures or failures in device communication or data transmission, substantial delays, missed pick-ups, unscheduled pick-ups, accidents or a conflict with DGS personnel or building occupants, occurs. If there are multiple incidents in a single day, only one daily report should be submitted. The daily report must be submitted to the COTR in the format specified in Daily Reporting Template, though the method of transmission may change as DGS-SE technology evolves. The contents of all daily incident reports submitted each month must also be included in the Monthly Invoice and Annual Invoice (see Templates Addendum).

**C.24.1.2 Monthly Invoice Report (MIR).** DGS after the Contractor and the COTR reviews the services to be provided for the upcoming month on the Upcoming Invoice Review Call, the COTR shall provide the contractor a Monthly Invoice Report (MIR) Template for the upcoming month. The Contractor shall populate that template as specified over the course of the month and submit the completed MIR by email to the COTR and via the EASI PAY ONLINE TERMINAL (see G.1) by no later than the 5th of the following month. A new MIR template will be provided to the Contractor each month by the COTR, after the phone call. The template content includes, BUT IS NOT LIMITED TO, the following: Monthly Invoice List of Routes List of Sites List of Containers List of Sites Scheduled Pickups, Missed Pickups, Reported Incidents.

**C.24.1.3 Annual Invoice Report (AIR).** On Oct 5 following the conclusion of the first contract year and on that date for each additional contract year, the Monthly Invoice Report (MIR) submitted will be expanded into an Annual Invoice Report (AIR), which incorporates an equipment inventory and equipment assessment. The AIR format is specified in the Template Addendum.

**C.24.1.4 Monthly Invoicing Communication Schedule.** In order to provide clear communication around invoicing and reporting, the COTR (or their designee) and the Contractor will participate in two scheduled, invoice-related phone calls per month. The Submitted Invoice Review Call (SIRC) will be held on or around the 10th of the month. On that call, the COTR will bring up any questions or concerns that have been identified with the recently-submitted Monthly Invoice Report (MIR). The Upcoming Invoice Review Call (UIRC) will be held on or around the

25th of each month. On that call, both the Contractor and COTR will discuss any required or requested changes to the MIR template for the upcoming month, such as changes to routes, schedules, sites, trucks or containers.

## **C.25 LICENSING, ACCREDITATION AND REGISTRATION**

All Bidders must provide proof, in their proposals, to DGS that they have a “Basic Business License” issued by the D.C. Department of Consumer and Regulatory Affairs (DCRA). During the contract, each Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all licensing, accreditation, and registration requirements and standards under Applicable Laws for the performance of the contract.

## **C.26 CONFORMANCE WITH LAWS**

The Contractor shall perform the Services hereunder in accordance with applicable local and federal statutes, laws, codes, ordinances, regulations, rules, requirements and orders (“Applicable Laws”).

## **C.27 COMPLETION SCHEDULE**

Time is of the essence with respect to the contract. The Department shall have priority over any other similar contract held by the Contractor throughout the course of the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required Services are completed on-time and in a diligent, skilled, and professional manner.

## **C.28 OTHER REQUIREMENTS AND SUBMITTALS**

**C.28.1** The prospective Contractor shall be of established reputation with a minimum of three (3) consecutive years’ experience in Recycling Collection Services, regularly engaged in the performance of the specified work and makes available, for this purpose, a regular force of skilled workers. Each Contractor shall submit evidence with its bid satisfactory to the Department that such Contractor can fulfill the requirements of the contract. Such evidence must include the following, but need not be limited to:

1. **Experience:** The Contractor shall have at least three (3) years of experience with providing similar recycling collection services, demonstrating the necessary manpower to perform the Services. Bidders must complete and deliver with its submission, **Bidder’s Past Performance Evaluation Form Attachment J.13**.

2. **Key Personnel:** The Contractor shall provide a list of Key Personnel, such as a Project Manager, On-Site Supervisor(s) and alternates, to be involved in carrying out the proposed work describing each person's qualifications and proposed involvement in specific tasks. The Contractor shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.
3. **License Requirements:** The Contractor shall provide a copy of the firm's current Basic Business License issued by DCRA.

**C.28.2**

DGS may make such investigations as it deems necessary to determine the qualifications of any Bidder and its ability to perform the Services; all Bidders shall promptly furnish to DGS all such evidence and information for this purpose as DGS may request. In addition, DGS reserves the right to reject any bid if the evidence submitted by, or the investigation of, the Bidder fails to satisfy DGS that such Bidder is properly qualified, competent and capable, in all respects, to perform the Services in accordance therewith. No award shall be made to any Bidder whose submitted background information, when investigated and verified by DGS, raises significant questions as to its ability to successfully complete the Services.

## SECTION D PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by Article No. 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016 (**Attachment J.3**).

## SECTION E

### INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by Article No. 5, Inspection of Supplies, and Article No. 6, Inspection of Services, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016 (**Attachment J.3**).

## SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

**F.1.1 Base Term:** The base term of the Contract will be two (2) years from the date of award specified on the cover page of this Contract as the date of execution by the CO.

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.2.1** The Department may extend the term of the Contract for a period of three (3), one (1) year option periods or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The price for the option period shall be as specified in the Section B of the Contract (Sections. **B.4**, **B.5** and **B.6** (and **Attachment J.1**)).

**F.2.4** The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section F.3 in accordance with the following:

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
<b>C.5.2.2</b>	Confirm vehicle information	1	Soft copy	Within 5 days of contract award
<b>C.8.1</b>	Automatic Vehicle Location/Global Positioning System (AVL/GPS)	N/A	Evidence and access to COTR	Within 30 days of contract award
<b>C.8.1</b>	RFID Reader and Tags on Carts and Dumpsters Technology	1 per truck, 1 per cart/dumpster	Evidence and access to COTR	Within 10 days of contract award
<b>C.11</b>	Quality Control Plan	1	Soft copy	Submitted with bid
<b>C.33.2</b>	Communication Plan	1	Soft copy	Within 10 days of contract award
<b>C.14</b>	Transition Plan	1	Soft copy	Submitted with bid, updated within 5 days of contract award
<b>H.14.4.1</b>	Finalized Collection Route	1	Soft Copy	Within 10 days of contract award
<b>C.21.1</b>	Equipment Inventory	1	Soft Copy	Within 10 days of contract award
<b>H.9.3</b>	Copies of Subcontracts	3 (one each for CO/COTR, DC Auditor, and DSLBD)	Soft copy	Within 21 days of contract award
<b>C.16</b>	Strike Contingency Plan	1	Soft copy	Within 30 days of contract award
<b>C.34</b>	Monthly Invoice Report	1		Within 10 days of the end of the month

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in **Section H.5** that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.4.

**F.4****CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in the Contract or in meeting any other requirements set forth in the Contract, the Contractor shall immediately notify the CO and the COTR in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the Department.



## SECTION G CONTRACT ADMINISTRATION

### **G.1 INVOICE PAYMENT**

**G.1.1** The Department will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit invoices to the COTR via email by the 5th of the month for COTR review, and then electronically to the DGS EASI Pay Portal located on the DGS Website by the 9th of the month: <https://dgs.onbaseonline.com>. All Contractors are required to register for access to EASI Pay; for assistance with the registration process, technical assistance and or additional instructions please contact the EASI Pay Portal Help Desk by phone at (202) 715-7589, or by email at [DGS.EASIPAYSUPPORT@dc.gov](mailto:DGS.EASIPAYSUPPORT@dc.gov). Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

**G.2.2** To constitute a proper invoice, in addition to the requirements specified elsewhere in this contract, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number, invoice number and appropriate Purchase Order;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.
- G.2.3 Invoice Submission to the COTR**
- G.2.3.1** For submission of all invoices to the COTR, the following protocol shall be observed.
- a. Email all invoices to the COTR as an attachment, the PDF provided by the COTR as a PDF document attachment. Do not deliver invoices by fax, hand delivery, or mail.
  - b. When emailing invoices do the following:
    1. Title the invoice email with the following information:  
Contractor Name INVOICES\_MonthYear\_Number of Invoices  
a. Example: DoeIncINVOICES\_Feb2010\_10
    2. The email should only relate to invoices. This means do not reply to miscellaneous emails with invoices attached, do not attach other documents that are not relevant to the invoice.
    3. Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.
    4. In the body of the email please list out all invoices submitted for that month and all totals for each invoice.
- G.2.3.2** To constitute a proper invoice for Reimbursable Services, the Contractor shall submit the following information on the invoice:
- a. A copy of the authorized work request;
  - b. A copy of the authorized quote for Reimbursable Services;
  - c. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
  - d. Contract number;
  - e. Contractor assigned invoice number;
  - f. Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month.
  - g. Line item of for each date Reimbursable Service;
  - h. If applicable, description, price, quantity and the date(s) those additional supplies were delivered.
  - i. Line item total of all fees;

- j. Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent;
- k. Name, title, phone number, and email address of person preparing the invoice;
- l. Name, title, phone number and email address of person (if different from the person identified as preparer of invoice) to be notified in the event of a defective invoice; and
- m. Authorized signature.

**G.2.3.3** The Contractor shall invoice the District for Supplemental Services that are authorized by the District, on a single invoice per occurrence as part of the next Monthly Invoice Report, in the section designated for Supplemental Services. This invoice shall clearly identify each Reimbursable Service, repair or additional, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of the invoice claimed as reimbursable. If Supplemental Services were subcontracted, copies of the subcontractor's invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the fifty one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in **Section H.5.5**.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%), District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

#### **G.4.1 Lump Sum Payment**

The District will pay the full amount due the Contractor after:

- a. Completion and acceptance of all supplies and/or services; and
- b. Presentation of a properly executed invoice.

#### **G.4.2 Payment for Supplemental Services**

Payment for approved supplemental services provided on an as needed, firm-fixed per pull basis will be made based on submitted, approved documentation. Firm-

Fixed per pull rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

#### **G.4.3 Partial Payments**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
- c) Presentation of a properly executed invoice.

#### **G.5 ORDERING CLAUSE**

**G.5.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.5.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.5.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

#### **G.6 COST REIMBURSEMENT CEILING**

**G.6.1** Cost reimbursement ceiling for this contract is set forth in Section B.4.

**G.6.2** The costs for performing the cost reimbursement elements of this contract shall not exceed the cost reimbursement ceiling specified in Section B.4.

**G.6.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all of the cost-reimbursable obligations under this contract within the cost reimbursement ceiling.

- G.6.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.6.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this contract.
- G.6.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.6.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.6.8** If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.6.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4, unless the change order specifically increases the cost reimbursement ceiling.
- G.6.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

**G.7            ASSIGNMENT OF CONTRACT PAYMENTS**

- G79.1**            In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.7.2**            Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.7.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

## **G.8 THE QUICK PAYMENT ACT**

### **G.8.1 Interest Penalties to Contractors**

**G.8.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

**G.8.1.1.1** The date on which payment is due under the terms of the contract;

**G.8.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.8.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.8.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.8.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

**G.8.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

**G.8.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.8.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.8.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.9.2 Payments to Subcontractors**

**G.9.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

**G.9.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

**G.9.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.9.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

**G.9.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.9.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.9.2.2.3** 15<sup>th</sup> day after any other required payment date.

**G.9.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.9.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.9.3 Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

## **G.10 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by Contracting Officers (“CO(s)”). The contact information for the CO(s) is:

### **George G. Lewis, CPPO**

Contracts & Procurement Associate Director | Chief Contracting Officer  
Department of General Services  
2000 14th Street, NW | 8th Floor | Washington, DC 20009  
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### **Franklin Austin, CPPB, CPM**

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## **G.11 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.11.1** The CO is the only person authorized to approve changes in any of the requirements of this Contract.
- G.11.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.11.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.12 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

- G.12.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.12.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.12.1.2** Coordinating site entry for Contractor personnel, if applicable;



- G.12.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.12.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.12.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.12.2** **Contracting Officer's Technical Representative (COTR):** The contact information of the COTR(s):

**Susan Riley**

Green Building Coordinator | Sustainability and Energy Division  
Department of General Services | Reeves Municipal Center  
2000 14<sup>th</sup> Street NW | Washington, DC 20009  
Tel: 202-442-9746 | Cell: 202-658-8163  
Email: Susan.Riley@dc.gov

- G.12.2.1** The COTR shall NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  - b. Grant deviations from or waive any of the terms and conditions of the contract;
  - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - d. Authorize the expenditure of funds by the Contractor;
  - e. Change the period of performance; or
  - f. Authorize the use of District property, except as specified under the contract.
- G.12.2.2** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

#### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No. 11, date of last revision: 07/03/2018*, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as **Attachment J.4** of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the Standard Contract Provisions (SCP). If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### H.3 PREGNANT WORKERS FAIRNESS

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would

impose an undue hardship;

**(b)** Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

**(1)** Pay;

**(2)** Accumulated seniority and retirement;

**(3)** Benefits; and

**(4)** Other applicable service credits;

**(c)** Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

**(d)** Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

**(e)** Require an employee to take leave if a reasonable accommodation can be provided; or

**(f)** Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

### **H.3.3**

The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

**(a)** New employees at the commencement of employment;

**(b)** Existing employees; and

**(c)** An employee who notifies the employer of her pregnancy, or other condition

covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

#### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

**H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.6 SUBCONTRACTING REQUIREMENTS**

### **H.6.1 Mandatory Subcontracting Requirements**

- H.6.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.6.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all

reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

- H.6.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.6.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.6.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.6.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.6.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.7 FAIR CRIMINAL RECORD SCREENING**

- H.7.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.7.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.7.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.7.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

**H.7.5** This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

**H.7.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **H.8 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection **G.11** who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District 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*.

**H.9 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See *29 U.S.C. §794 et seq.*

**H.10 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See *42 U.S.C. §12101 et seq.*

**H.11 WAY TO WORK AMENDMENT ACT OF 2006**

**H.11.1** Except as described in **Section H.8.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.11.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.

**H.11.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.11.4** The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at [www.does.dc.gov](http://www.does.dc.gov).

**H.11.5** The Contractor shall provide a copy of the Fact Sheet attached as **J.8** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.7** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.11.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.



**H.11.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*

**H.11.8** The requirements of the Living Wage Act of 2006 do *not* apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of

1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and

- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.11.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.12 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

**H.13 AUDITS AND RECORDS**

**H.13.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.13.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

**H.13.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposal(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, or modification; or
- d. Performance of the contract, subcontract or modification.

#### **H.13.4 Comptroller General**

**H.13.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.13.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.13.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b. the data reported.

**H.13.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

**H.13.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.11.5 of this clause.

## **H.14 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.15 DISTRICT RESPONSIBILITIES**

### **H.15.1 District Furnished Property**

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

## **H.16 CONTRACTOR RESPONSIBILITIES**

**H.16.1** The Contractor shall be responsible for providing services in accordance with the requirements of this contract.

**H.16.2** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

**H.16.3** The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.

**H.16.4** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

**H.16.5** Meet all federal, state vehicles compliance standards, local laws, inspections, and regulations, including, but not limited to, the permitting requirements under Chapter 25 of Title 18, DCMR by the DC Department of Transportation (DDOT), the DC Department of Consumer and Regulatory Affairs (DCRA) and the DC Department of Public Works (DPW). The Contractor shall ensure that each vehicle is licensed and registered in accordance with District regulations.

**H. 16.6 The Contractor shall:**

- i. submit a project management plan containing a transition and exist plan within 3-5 days of award
- ii. equip vehicles with Automatic Vehicle Location/Global Positioning (AVL/GPS) system
- iii. secure Radio-Frequency Identification (RFID) Reader and RFID tags.
- iv. provide daily access to route sheets
- v. identify all personnel to be trained in Salesforce to track and report on completed routes, work orders, et al
- vi. submit invoices electronically using the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com> within 10 days.
- vii. dedicate trucks to DC government-only sites are to be equipped with an embedded all-in-one RFID Reader able to support handheld, mobile, stationary readers with a built-in cellular antenna(s), and picture grabbing capabilities.
- viii. empty all recycling containers at each location.
- ix. notify the COTR, in writing, scheduling delays/changes.
- x. tag any contaminated materials for disposal as trash, with a "Notification Tag". *Under no circumstances shall the Contractor fail to leave a completed and affixed Notification Tag for refuse. The Contractor shall report the Tag in Salesforce.*
- xi. provide the COTR a finalized collection route indicating assigned truck #, tag, driver information within ten (10) days of the contract award.
- xii. transport materials to the Fort Totten 4900 John McCormick Drive, NE Washington, DC 20011 ad/or Benning Road 3200 Benning Road, NE Washington, DC 20019 transfer stations.
- xiii. register credit card with the DC Department of Public Waste Solid Waste Administration.
- xiv. abide by business intelligence technology platform requirements

- xv. Provide weight tickets and transactions receipts via email within 24 hours of service.
- xvi. maintain a help desk/call center to address complaints and non-compliance issues. Contractor shall cure deficiencies within 24 hours.
- xvii. designate a customer service representative to be responsible for ensuring that all of the Contractor's reporting and deliverable requirements are met.
- xviii. develop a preventive maintenance schedule.
- xix. follow DGS Emergency and non-emergency tier of service
- xx. conduct monthly inspections of containers to ensure compliance with the terms and conditions of the contract.
- xxi. wash/sanitize all containers as part of their maintenance service on a quarterly basis, or as needed.
- xxii. establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully.

## **H.17 BOND REQUIREMENTS**

### **H.17.1 Payment and Performance Bond**

The offeror will be required to post a payment and performance bond **Attachment J.15** having a penal value equal to no less than 35% of the contract period total value at the time the agreement is executed.

**H.17.2** The Contractor shall, before commencing the exercise of any option period, provide to the Department a payment bond and performance bond, each with a penal sum equal to subject contract period price (i.e. base period and or each of the individual option periods). Such bond shall remain in full force and effect until the contract option period reaches term and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Contractor.

**H.17.3** All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

## **H.18 STAFF ATTIRE AND IDENTIFICATION**

**H.18.1** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

## **H.19 SAFETY REQUIREMENTS**

**H.19.1** The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all

injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

**H.19.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:

**H.19.2.1** Back support devices

**H.19.2.2** Eye protection

**H.19.2.3** Hearing protection

**H.19.2.4** Hand protection

**H.19.2.5** Head protection

**H.19.2.6** Foot protection

**H.19.3** The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

**H.19.4** Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

**H.19.5** The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

## **H.20 FIRE PREVENTION**

**H.20.1** The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

**H.20.2** The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

**H.21 SMOKE FREE ENVIRONMENT**

The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

**H.22 ACCIDENT REPORTS**

The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

**H.23 PROPERTY DAMAGE NOTIFICATION**

Any damage caused by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

**H.24 SUSPENSION OF WORK**

**H.24.1** In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

**H.24.2** The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

**H.24.3** The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

**H.24.4** Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

**H.24.5** In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.



## **H.25 CONTRACT COMPLETION OR TERMINATION**

**H.25.1** The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

## **H.26 FAIR CRIMINAL RECORD SCREENING**

**H.26.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.26.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.26.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.26.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

**H.26.5** This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

**H.26.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **SECTION I CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 (“SCP”) are incorporated as part of the contract.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

#### **I.5.1 A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

## **B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

## **C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

#### **D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

#### **E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2 of this clause, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

#### **F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.2** All DGS data, information, documents, and similar material provided to the contractor for the purpose of performing the scope will remain the sole property of DGS and will be destroyed or returned by the contractor upon completion of services.

**I.5.3** All Contractors' specified deliverables to DGS will become DGS sole property and will not be encumbered in their future use by any licensing or copyright by Contractor. Contractor may maintain a copy of deliverables for internal reference purposes.

**I.5.4** Contractor's intellectual property related to delivery of services will remain the Contractor's property unless otherwise specified in this Contract or task order.

#### **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

#### **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / 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.

The Government of the District of Columbia 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 insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured 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 effected 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 CO 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 of this Statement of Work 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 Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO 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 CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, 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 an Insured Contract (including the tort liability of another assumed in a 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.

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. **Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers' Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

**Employer's Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. **Environmental Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured),



cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

5. **Commercial Umbrella or Excess Liability** - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE**  
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and

equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:  
Mr. George G. Lewis, CPPO/DGS  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
202-478-5727  
george.lewis@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best

Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

**I.9                    EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.5. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

**I.10                  ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

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

- a. An applicable Court Order, if any
- b. Contract document
- c. Standard Contract Provisions
- d. Contract attachments other than the Standard Contract Provisions
- e. IFB as amended
- f. Bidder's Submission

**I.11                  CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

**I.12                  GOVERNING LAW**

This Contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

## **I.13 CONTINUITY OF SERVICES**

**I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1** Furnish phase-out, phase-in (transition) training; and

**I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2** The Contractor shall, upon the Contracting Officer's written notice:

**I.13.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

**I.13.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

**I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.13.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.13.5** 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 (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

## **I.14 ANTI-DISCRIMINATION CLAUSES**

**I.14.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of

Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.)(“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

**I.14.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:
  - a) employment, upgrading or transfer;
  - b) recruitment, or recruitment advertising;
  - c) demotion, layoff, or termination;
  - d) rates of pay, or other forms of compensation; and
  - e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.14.2(1) and I.14.2(2)** concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.14.4.

(5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.3 through I.14.11 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

## **I.15 DISPUTES**

All disputes arising under or relating to this Contract shall be resolved as provided in the SCPs , Article 14: Disputes (**Attachment J.3**).

## SECTION J LIST OF ATTACHMENTS

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	List of Locations & Frequency Service Schedule by Group
<b>J.2</b>	District Recycling Guidelines
<b>J.3</b>	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
<b>J.4</b>	U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4281, Revision No. 11, dated 07/03/2018)
<b>J.5</b>	Equal Employment Opportunity (EEO) Policy Statement Agreement, Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
<b>J.6</b>	First Source Initial Employment Plan (if contract value is \$300,000 or more)
<b>J.7</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.8</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet of 2018
<b>J.9</b>	Tax Certification Affidavit
<b>J.10</b>	Bidder – Offeror Certification Form
<b>J.11</b>	SBE Subcontracting Plan Form
<b>J.12</b>	Award Signature Page
<b>J.13</b>	Bidder's Past Performance Evaluation Form
<b>J.14</b>	Bid Guaranty Certification
<b>J.15</b>	Payment and Performance Bond
<b>J.16</b>	Credentialing Procedures & Forms ( <i>** to be used if awarded</i> )

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

**See Bidder – Offeror Certification Form**



## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

#### **L.1 METHOD OF CONTRACT AWARD**

- L.1.1** This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).
- L.1.2** The Department reserves the right to accept or reject bids resulting from this solicitation. The Chief Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.3** The District intends to make up to six (6) awards to the responsive and responsible Bidders with the lowest total price in each Aggregate group. The total for each Aggregate Group will be the total for Standard recycling hauling services plus for Supplemental recycling hauling services for each Aggregate group. The Department reserves the right to award more than one contract to a single Contractor if it is in the District's best interest.

#### **L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** One original and two (2) copies of the written response to this Invitation for Bid required from Prospective Contractors shall be submitted. Each page shall be numbered and labeled to include the Solicitation Number and Name of the Prospective Contractor. Each IFB response shall be submitted in a sealed envelope conspicuously marked: Telephonic, telegraphic and Facsimile Bids shall "NOT" be accepted. Each Bid shall be submitted in a sealed envelope conspicuously marked on the outside:

#### **"Solicitation No. DCAM-18-NC-0093 "RECYCLING COLLECTION SERVICES"**

- L.2.2** The Bidders shall make no changes to the requirements set forth in this solicitation. The Bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs (J.1 Price Schedule (Bid Form)) shall render the Bid Non-Responsive thereby disqualifying the IFB response submission. The Bidder shall complete, sign and submit all representations, certifications and acknowledgements as appropriate.
- L.2.3** The Bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

## **L.2.4 Submission Requirements**

The Bidder shall complete and include the following attachments with their bids in the order denoted below:

1. Transmittal Letter - The Bidder's submission shall contain a Transmittal Letter to include at a minimum the following:
  - a. The Bidder's full legal name, address, and phone number.
  - b. Identification of the Bidder's authorized representative, the representative's title, phone number and e-mail address.
  - c. Identification of the Bidder's Contact Person for the submission, if different from the representative; the Contact person's address, phone number, and e-mail address.
  - d. Description of the Bidder's organization.
  - e. Signature of an authorized representative of the Bidder's organization.
2. Award/Signature
3. Acknowledgement of Amendments (Award/Signature Page, **Attachment J.12**)
4. The IFB solicitation
5. List of Locations, Frequency Service Schedule and Price Schedule (Bid Form) – **Attachment J.2**
6. EEO Policy Statement Agreement – **Attachment J.5**
7. First Source Employment Agreement – **Attachment J.6**
8. Tax Affidavit – **Attachment J.9**; In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government
9. Bidder-Offeror Certification Form – **Attachment J.10**
10. SBE Subcontracting Plan Form – **Attachment J.11**
11. Bidder's Past Performance Evaluation Form – **Attachment J.13**
12. DSLBD Certification Letter
13. Other Requirements & Submittals described in **Section C.5**

## **L.3 OPTIONAL PRE-BID CONFERENCE AND SITE VISIT**

**L.3.1 Optional Pre-Bid Conference:** An optional pre-bid conference is scheduled at **11:00 a.m. on Friday, September 28, 2018, at 2000 14<sup>th</sup> Street, NW, DPW 6<sup>th</sup> Floor Large Conference Room, Washington, DC 20009.**

**L.3.2 Self -Guided Site Visits:** Each Bidder is encouraged to visit the aggregate group locations to determine site conditions and possible route determinations. The act of submitting a bid is to be considered acknowledgement by the Bidder that they have visited the site(s), and are familiar with the conditions and requirements affecting

the work. Failure to do so will not relieve the successful Bidder of his/her obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this bid.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the bidder to fulfill in every detail all requirements set forth herein.

Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing in the District's E-Sourcing system following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided in the District's E-Sourcing system.

#### **L.4 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS**

##### **L.4.1 Bid Submission**

Bids must be submitted no later than **11:00 a.m. EST on Monday, October 15, 2018**. Bids, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The bid or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

- (c) The bid is the only bid received.

#### **L.4.2 Bid Opening**

A public Bid Opening will be held at **11: 15 a.m. EST on Monday October 15, 2018** at the DPW Large Conference Room 6<sup>th</sup> Floor located at 2000 14th St., NW, Washington, DC 20009. The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

#### **L.4.3 WITHDRAWAL OR MODIFICATION OF BIDS**

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the closing date and time for receipt of bids.

#### **L.4.4 POSTMARKS OF BIDS**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

#### **L.4.5 Late Bids and Modifications**

- (a) Any bid or best and final offer received at the address designated in this IFB after the exact time specified for receipt shall not be considered.
- (b) Any modification of a bid, including a modification resulting from the CO's requests for best and final offers, if any, are subject to the same conditions as in **L.4.4 (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 bid wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding any other provisions of this IFB to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- (e) Bids shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of bids.

**L.5 HAND DELIVERY OR MAILING OF BIDS TO:**

**George G. Lewis, CPPO c/o Marketa J. Nicholson**  
DGS' Chief Contracting Officer  
Department of General Services  
Contracts and Procurement Division  
2000 14<sup>th</sup> Street NW | 8<sup>th</sup> Floor | Washington, DC 20009

**L.6 EXAMINATION OF BIDS**

Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so shall be at the sole risk of the Bidder and may result in disqualification. In the event of a discrepancy between the monthly rate and the extended cost, the monthly rate shall govern.

**L.7 EXPLANATION TO PROSPECTIVE BIDDERS**

If a Prospective Bidder has any questions relative to this Solicitation, the Prospective Bidder shall submit the question in writing to the Contact Person, identified on Cover Page, in writing. The Prospective Bidder shall submit questions no later than on Wednesday, October 3, 2018. The District shall furnish responses promptly to all other Prospective Bidders. An amendment to the solicitation shall be issued if that information is necessary in submitting Bids, or if the lack of it would be prejudicial to any other Prospective Bidder. Oral explanations or instructions given before the award of the Contract shall not be binding.

**L.8 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the Bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.9.1** Bidders who include in their bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

**L.9.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Bid."**

**L.10 BIDS WITH OPTION YEARS**

The Bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include pricing for the option year(s).

**L.11 BID PROTESTS**

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial Bids shall be filed with the Board prior to the time set for receipt of initial Bids. In procurements in which bids 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 bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.12 SIGNING OF BIDS**

The Bidder shall sign the bid and print or type its name on the Solicitation, Bid and Award form of this solicitation. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.13 UNNECESSARILY ELABORATE BIDS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.14 RETENTION OF SUBMISSIONS**

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

**L.15 NO COMPENSATION FOR PREPARATION OF BIDS**

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

**L.16 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other bid submission requirements, the bidder must submit an electronic copy of its bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District bids following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

**L.17 CERTIFICATES OF INSURANCE**

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

**L.18 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Award Signature Page; or (c) by

letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

## **L.19 REJECTION OF BIDS**

The Department reserves the right, in its sole discretion:

- L.19.1** To cancel this solicitation or reject all bids;
- L.19.2** To reject bids that fail to prove the Bidder's responsibility;
- L.19.3** To reject bids that contain conditions and/or contingencies that in the Department's sole judgment, make the bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- L.19.4** To waive minor irregularities in any bid provided such waiver does not result in an unfair advantage to any Bidder;
- L.19.5** To take any other action within the applicable Procurement Regulations or law;
- L.19.6** To reject the bid of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such bid or this Request for Bids.
- L.19.7** To reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

## **L.20 LEGAL STATUS OF BIDDER**

Each Bid must provide the following information:

- L.20.1** Name, address, telephone number and federal tax identification number of bidder;
- L.20.2** A copy of each District of Columbia license, registration or certification that the Bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code § 47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and



- L.20.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.21 FAMILIARIZATION WITH CONDITIONS**

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

**L.22 GENERAL STANDARDS OF RESPONSIBILITY**

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

- L.22.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.22.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.22.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.22.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.22.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.22.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.22.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.22.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or no responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.23            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 IFB is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

**L.24            NON-RESPONSIVE BIDS**

- (a)    **Pricing.** In general, the Department will consider a bid non-responsive if any pricing element of the bidder's price is Thirty Percent (30%) higher than the median price submitted by other bidders. If there are no more than two (2) bidders, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a bid non-responsive if any pricing element of the bidder's price is Thirty Percent (30%) higher than the median price.
- (b)    **Certification.** The Department may consider a bid non-responsive if the bidder fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form.
- (c)    **Exceptions.** The Department may consider a bid non-responsive if the bidder identifies any changes or exceptions to the Standard Contract Provisions, the Contract or attachments hereto.
- (d)    **Core Competency.** The Department may consider a bid non-responsive if the bidder, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the Project.

## SECTION M EVALUATION FACTORS

### **M.1 EVALUATION FOR AWARD**

The District intends to make up to six (6) awards to the responsive and responsible Bidders with the total lowest grand total for each Aggregate Group for Standard recycling hauling services plus Supplemental recycling hauling services.

### **M.4 PREFERENCES FOR CERTIFIED SMALL BUSINESS ENTERPRISES**

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

#### **M.4.1 APPLICATION OF PREFERENCES**

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

- M.4.1.1** A prime contractor that is a small business enterprise certified by the DSLBD (SBE) will receive a three percent (3%) reduction in the bid price.
- M.4.1.2** A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.4.1.3** A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.4.1.4** A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.4.1.5** A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.4.1.6** A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.4.1.7** A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.4.1.8** A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.4.2 MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

**M.4.3 PREFERENCES FOR CERTIFIED JOINT VENTURES**

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

**M.4.4 VERIFICATION OF BIDDER'S CERTIFICATION AS A CERTIFIED SMALL BUSINESS ENTERPRISE**

**M.4.4.1** Any Bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified small business enterprise.

**M.4.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington, D.C. 20001

**M.4.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.5 EVALUATION OF OPTION YEARS**

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