

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BIDS

Solicitation Number: DCAM-20-NC-IFB-0002

ORGANICS COLLECTION AND DISPOSAL SERVICES

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

**Solicitation Issue Date:** Monday, October 28, 2019

**Pre-Bid Conference:** Friday, November 1, 2019 at 11:00 a.m.  
DPW 6<sup>th</sup> Floor Large Conference Room  
Frank D. Reeves Municipal Center  
2000 14<sup>th</sup> Street, NW | Washington, DC 20009

**Last Day for Questions:** Tuesday, November 5, 2019

**Bid Due Date:** **Friday, November 15, 2019 by 10:00 a.m. EST**

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

**Bid Opening:** Friday, November 15, 2019 by 10:15 a.m. EST  
DPW 6<sup>th</sup> Floor Large Conference Room  
Frank D. Reeves Municipal Center  
2000 14<sup>th</sup> Street, NW | Washington, DC 20009

**Contact:** **Karen J. Araujo**  
Contract Specialist | Contracts & Procurement Division  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor | Washington, DC 20009  
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## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

- B.1** The Government of the District of Columbia, acting by and through its Department of General Services (the “District”, “DGS” or “Department”) is issuing this Invitation for Bids (“IFB”) to engage one (1) firm (“Contractor”) to provide organic material collections and disposal services in support of the goals for the Sustainable Solid Waste Management Amendment Act of 2014 and Healthy Schools Act of 2009. The Contractor shall provide 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 organics collection and disposal services for District facilities listed in **Section C.5.30** and **Attachment J.13** (List of Facilities and Frequency Service Schedule), for a base year and up to four (4) additional option years.
- B.1.1** 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 (e.g., increasing or decreasing number of containers and/or pick-ups). Interested Bidders are required to bid on all line items for the base-year one (1) and the four (4) year option periods. Failure to bid on all line items shall be sufficient to render a bid non-responsive and subject to exclusion from further evaluation in consideration of award.
- B.2** The District contemplates award of one (1) Firm Fixed Price Contract with a cost reimbursement component, in accordance with 27 DCMR Chapter 24.
- B.3 Pricing**
- B.3.1 Basic Services**  
The firm-fixed, fully loaded monthly rate shall be the bidder’s sole method of compensation and as such, shall be sufficient to cover all of the costs necessary to provide services including, but not limited to; labor, supplies, material, repair parts, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit, insurance, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category hourly rates issued by the U.S. Department of Labor, and or the D.C. Living Wage and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.
- B.3.2 Cost Reimbursement**  
The Contractor will be reimbursed for costs incurred in performing reimbursable (supplemental) services as defined in **Section C.5.17**. The Contractor shall obtain prior written authorization from the Department prior to commencement of any services it deems to be Reimbursable Service. Upon the COTR’s determination that the extent of the work is a Reimbursable Service, the Contractor may complete work immediately with authorization from the COTR with a cost up to \$500.00 per quarter and and/or a Not-to-Exceed amount of \$2,500.00 per year *and* a Purchase Order Number in place.

Reimbursable services which cost over \$2,500.00 will require the CO's approval in advance of services performed through a written directive (email is sufficient and or the issuance of a Task Order), and with a Purchase Order Number in place. The Contractor shall use the rates established in the Reimbursable Services Price Schedule Section B.4 (under each applicable Option Period) as the firm-fixed rates established for Reimbursable Services.

**B.3.2.1 Cost Schedule – Cost Reimbursement Component**

ITEM DESCRIPTION	BASE YEAR	OPTION YEAR ONE	OPTION YEAR TWO	OPTION YEAR THREE	OPTION YEAR FOUR
	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING
<b>REIMBURSABLE SERVICES</b> (includes Disposal Cost based on PG County Scale Tickets [actuals]; Approved Reimbursable Repairs and Additional Services described in Section C.5.17 and Attachment J.11)	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00

**B.4 PRICE SCHEDULE**

**B.4.1 Base Year**

**B.4.1.1 Basic Services**

CLIN	DESCRIPTION	UNIT	FIRM-FIXED FULLY LOADED RATE	NO. OF LOCATIONS	DAILY SUBTOTAL	NO. OF ESTIMATED COLLECTIONS	EXTENDED COST
0001	LABOR: DAILY LOAD RATE PER LOCATION (including per Ton Disposal Rates), <i>regardless</i> of number of containers per location	EACH	\$ -	41	\$ -	129	\$ -
0002	EQUIPMENT: REAR LOAD CART [96G CART] (ORGANIC GREEN #780 OR EQUIVALENT)	EACH	\$ -			200	\$ -
<b>TOTAL ESTIMATED BASIC SERVICES COST</b>							<b>\$ -</b>

**B.4.1.2 Reimbursable Services**

CLIN	DESCRIPTION	UNIT	COST
0003	REAR LOAD CART [96G CART] (ORGANIC GREEN #780 OR EQUIVALENT)	EACH	\$ -
0004	UNFORSEEN DAMAGE/REPAIRS (E.G., CONTAINER SWAP); REPLACEMENT PARTS (I.E., WHEEL, LID REPLACEMENT, ETC)	EACH	\$ -

0005	SUPPLEMENTAL SPECIAL EVENT SERVICES (UNPLANNED/UNSCHEDULED)	EACH	\$	-
0006	CONTAINER RELOCATION (UNFORSEEN)	EACH	\$	-
0007	ON-CALL/EMERGENCY COLLECTION SERVICES (UNFORSEEN)	EACH	\$	-
0008	POWERWASHING	EACH	\$	-
0009	SUPPLEMENTAL MISCELLANEOUS HIGH VOLUME MATERIAL (UNFORSEEN LANDSCAPING; HAND PULL)	EACH	\$	-
<b>TOTAL ESTIMATED REIMBURSABLE SERVICES &amp; EQUIPMENT COST</b>			<b>\$</b>	<b>-</b>

<b>GRAND TOTAL ESTIMATED COST</b>			<b>\$</b>	<b>-</b>
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**NOTE:** The estimated reimbursable services and equipment cost is for the purpose of evaluating price only. The Not-to-Exceed Cost Reimbursement amount for the Base Year and each Option Year is established in Section B.3.

## B.4.2 Option Year One

### B.4.2.1 Basic Services

CLIN	DESCRIPTION	UNIT	FIRM-FIXED FULLY LOADED RATE	NO. OF LOCATIONS	DAILY SUBTOTAL	NO. OF ESTIMATED COLLECTIONS	EXTENDED COST
0001	LABOR: DAILY LOAD RATE PER LOCATION (including per Ton Disposal Rates), <i>regardless</i> of number of containers per location	EACH	\$ -	41	\$ -	129	\$ -
<b>TOTAL ESTIMATED BASIC SERVICES COST</b>							<b>\$ -</b>

### B.4.2.2 Reimbursable Services

CLIN	DESCRIPTION	UNIT	COST
0003	REAR LOAD CART [96G CART] (ORGANIC GREEN #780 OR EQUIVALENT)	EACH	\$ -
0004	UNFORSEEN DAMAGE/REPAIRS (E.G., CONTAINER SWAP); REPLACEMENT PARTS (I.E., WHEEL, LID REPLACEMENT, ETC)	EACH	\$ -
0005	SUPPLEMENTAL SPECIAL EVENT SERVICES (UNPLANNED/UNSCHEDULED)	EACH	\$ -
0006	CONTAINER RELOCATION (UNFORSEEN)	EACH	\$ -
0007	ON-CALL/EMERGENCY COLLECTION SERVICES (UNFORSEEN)	EACH	\$ -
0008	POWERWASHING	EACH	\$ -
0009	SUPPLEMENTAL MISCELLANEOUS HIGH VOLUME MATERIAL (UNFORSEEN LANDSCAPING; HAND PULL)	EACH	\$ -
<b>TOTAL ESTIMATED REIMBURSABLE SERVICES &amp; EQUIPMENT COST</b>			<b>\$ -</b>

<b>GRAND TOTAL ESTIMATED COST</b>			<b>\$</b>	<b>-</b>
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**NOTE:** The estimated reimbursable services and equipment cost is for the purpose of evaluating price only. The Not-to-Exceed Cost Reimbursement amount for the Base Year and each Option Year is established in Section B.3.

### B.4.3 Option Year Two

#### B.4.3.1 Basic Services

CLIN	DESCRIPTION	UNIT	FIRM-FIXED FULLY LOADED RATE	NO. OF LOCATIONS	DAILY SUBTOTAL	NO. OF ESTIMATED COLLECTIONS	EXTENDED COST
0001	LABOR: DAILY LOAD RATE PER LOCATION (including per Ton Disposal Rates), <b>regardless</b> of number of containers per location	EACH	\$ -	41	\$ -	129	\$ -
<b>TOTAL ESTIMATED BASIC SERVICES COST</b>							<b>\$ -</b>

#### B.4.3.2 Reimbursable Services

CLIN	DESCRIPTION	UNIT	COST
0003	REAR LOAD CART [96G CART] (ORGANIC GREEN #780 OR EQUIVALENT)	EACH	\$ -
0004	UNFORSEEN DAMAGE/REPAIRS (E.G., CONTAINER SWAP); REPLACEMENT PARTS (I.E., WHEEL, LID REPLACEMENT, ETC)	EACH	\$ -
0005	SUPPLEMENTAL SPECIAL EVENT SERVICES (UNPLANNED/UNSCHEDULED)	EACH	\$ -
0006	CONTAINER RELOCATION (UNFORSEEN)	EACH	\$ -
0007	ON-CALL/EMERGENCY COLLECTION SERVICES (UNFORSEEN)	EACH	\$ -
0008	POWERWASHING	EACH	\$ -
0009	SUPPLEMENTAL MISCELLANEOUS HIGH VOLUME MATERIAL (UNFORSEEN LANDSCAPING; HAND PULL)	EACH	\$ -
<b>TOTAL ESTIMATED REIMBURSABLE SERVICES &amp; EQUIPMENT COST</b>			<b>\$ -</b>
<b>GRAND TOTAL ESTIMATED COST</b>			<b>\$ -</b>

**NOTE:** The estimated reimbursable services and equipment cost is for the purpose of evaluating price only. The Not-to-Exceed Cost Reimbursement amount for the Base Year and each Option Year is established in Section B.3.

## B.4.4 Option Year Three

### B.4.4.1 Basic Services

CLIN	DESCRIPTION	UNIT	FIRM-FIXED FULLY LOADED RATE	NO. OF LOCATIONS	DAILY SUBTOTAL	NO. OF ESTIMATED COLLECTIONS	EXTENDED COST
0001	LABOR: DAILY LOAD RATE PER LOCATION (including per Ton Disposal Rates), <b>regardless</b> of number of containers per location	EACH	\$ -	41	\$ -	129	\$ -
<b>TOTAL ESTIMATED BASIC SERVICES COST</b>							<b>\$ -</b>

### B.4.4.2 Reimbursable Services

CLIN	DESCRIPTION	UNIT	COST
0003	REAR LOAD CART [96G CART] (ORGANIC GREEN #780 OR EQUIVALENT)	EACH	\$ -
0004	UNFORSEEN DAMAGE/REPAIRS (E.G., CONTAINER SWAP); REPLACEMENT PARTS (I.E., WHEEL, LID REPLACEMENT, ETC)	EACH	\$ -
0005	SUPPLEMENTAL SPECIAL EVENT SERVICES (UNPLANNED/UNSCHEDULED)	EACH	\$ -
0006	CONTAINER RELOCATION (UNFORSEEN)	EACH	\$ -
0007	ON-CALL/EMERGENCY COLLECTION SERVICES (UNFORSEEN)	EACH	\$ -
0008	POWERWASHING	EACH	\$ -
0009	SUPPLEMENTAL MISCELLANEOUS HIGH VOLUME MATERIAL (UNFORSEEN LANDSCAPING; HAND PULL)	EACH	\$ -
<b>TOTAL ESTIMATED REIMBURSABLE SERVICES &amp; EQUIPMENT COST</b>			<b>\$ -</b>
<b>GRAND TOTAL ESTIMATED COST</b>			<b>\$ -</b>

**NOTE:** The estimated reimbursable services and equipment cost is for the purpose of evaluating price only. The Not-to-Exceed Cost Reimbursement amount for the Base Year and each Option Year is established in Section B.3.



## B.4.5 Option Year Four

### B.4.5.1 Basic Services

CLIN	DESCRIPTION	UNIT	FIRM-FIXED FULLY LOADED RATE	NO. OF LOCATIONS	DAILY SUBTOTAL	NO. OF ESTIMATED COLLECTIONS	EXTENDED COST
0001	LABOR: DAILY LOAD RATE PER LOCATION (including per Ton Disposal Rates), <i>regardless</i> of number of containers per location	EACH	\$ -	41	\$ -	129	\$ -
<b>TOTAL ESTIMATED BASIC SERVICES COST</b>							<b>\$ -</b>

### B.4.5.2 Reimbursable Services

CLIN	DESCRIPTION	UNIT	COST
0003	REAR LOAD CART [96G CART] (ORGANIC GREEN #780 OR EQUIVALENT)	EACH	\$ -
0004	UNFORSEEN DAMAGE/REPAIRS (E.G., CONTAINER SWAP); REPLACEMENT PARTS (I.E., WHEEL, LID REPLACEMENT, ETC)	EACH	\$ -
0005	SUPPLEMENTAL SPECIAL EVENT SERVICES (UNPLANNED/UNSCHEDULED)	EACH	\$ -
0006	CONTAINER RELOCATION (UNFORSEEN)	EACH	\$ -
0007	ON-CALL/EMERGENCY COLLECTION SERVICES (UNFORSEEN)	EACH	\$ -
0008	POWERWASHING	EACH	\$ -
0009	SUPPLEMENTAL MISCELLANEOUS HIGH VOLUME MATERIAL (UNFORSEEN LANDSCAPING; HAND PULL)	EACH	\$ -
<b>TOTAL ESTIMATED REIMBURSABLE SERVICES &amp; EQUIPMENT COST</b>			<b>\$ -</b>
<b>GRAND TOTAL ESTIMATED COST</b>			<b>\$ -</b>

**NOTE:** The estimated reimbursable services and equipment cost is for the purpose of evaluating price only. The Not-to-Exceed Cost Reimbursement amount for the Base Year and each Option Year is established in Section B.3.

- B.5** 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 nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.
- B.6** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.
- B.6.1** A Subcontracting Plan form is available in **Attachment J.8** for completion (if applicable).

**B.7** **DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS 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.

An SBE firm must be certified with DSLBD to submit a bid submission in response to this solicitation. Accordingly, bidders who are not certified with DSLBD **at the time of the bid due date and time**, will be deemed non-responsive. A bidder submitting a bid submission in response to this IFB must submit with its bid a copy of the DSLBD certification acknowledgment letter, and a notarized statement detailing any subcontracting plan required by law.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The Contractor shall provide 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 provide Organics Collection and Disposal Services in support of the Department’s resource management efforts in accordance to guidelines established by the PG County Composting Facility List of Acceptable Items (**Attachment J.14**) and in accordance with **Section C.5.30**, List of Facilities and Frequency Service Schedule for a base period and up to four (4) additional one (1) year option periods.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	<b>Industry Best Practice</b>	National Waste & Recycling Association & Solid Waste Association of North America. Joint Advisory on Designing Contracts for Processing of Municipal Recyclables. Including Amendment 1 & 2.	<b>Most recent</b>
2	<b>DC Law</b>	The District of Columbia Sustainable Solid Waste Management Amendment Act of 2014 DC Official Code §§ 8-1031.03 and 8-1031.04	<b>Most recent</b>
3	<b>Municipal Regulation</b>	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.	<b>Most Recent</b>
4	<b>US Law</b>	U.S. Department of Labor 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	<b>Most Recent</b>

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 Organic Material Guidelines	<b>Most Recent</b>

### C.3 DEFINITIONS

These terms when used in this solicitation have the following meanings:

- C.3.1 Acceptance:** Constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.
- C.3.2 After Hours Emergency Calls:** 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.3.3 Annually:** Services to be performed one (1) time per calendar year.
- C.3.4 Approval:** 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.3.5 Bi-Annually:** Services to be performed two (2) times per calendar year, preferably six months apart.

- C.3.6 Bi-Weekly:** Services to be performed one (1) time per every two-week period.
- C.3.7 Compostable:** For food service entities and institutions, the following disposable food service ware is considered compostable:
1. Items made entirely of untreated, uncoated paper or plant fiber.
  2. Wax coated paper for deli sheets, sandwich wraps, basket liners, straws, and other similar items.
  3. Items certified compostable by the Biodegradable Products Institute to meet one of the following standards:
    - ASTM D6400: Standard Specification for Labeling of End Items that Incorporate Plastics and Polymers as Coatings or Additives with Paper and Other Substrates Designed to be Aerobically Composed in Municipal or Industrial Facilities.
    - ASTM D6868: Standard Specification for Labeling of Plastics Designed to be Aerobically Composed in Municipal or Industrial Facilities.
- C.3.8 Contamination/Contaminated Organic material:** The total truck load contains more than 10% of non-organic or compostable material, as defined by the PG County Composting Facility List of Acceptable Items.
- C.3.9 Contracting Officer (CO):** Chief Contracting Officer and Contracting Officers with delegated authority from the Chief Procurement Officer (CPO) are authorized to enter into contractual relationships on behalf of the District or Department, in accordance with their delegated authority. Further, only the CPO and COs are authorized to modify or make changes to the terms and conditions of the contract via the issuance of written contract modifications, change orders, change directives and/or task orders. Thus, actions or obligations of the Contractor, that are not authorized by the CPO or COs are at the sole risk and expense of the Contractor.
- C.3.10 Contractor:** 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.3.11 Correction:** The elimination of a defect.
- C.3.12 Contracting Officer's Technical Representative (COTR):** A District employee(s) responsible for technical direction and administration, not authorization, of the services under the contract, or task orders issued against IDIQ contracts, as applicable, unless otherwise authorized by the CO.
- C.3.13 D.C. Vendor Portal:** Department of General Services (DGS) Pay Portal located on the DGS Website: <https://vendorportal.dc.gov/>.

- C.3.14 Daily:** Services to be performed, at a minimum, of one (1) time per day.
- C.3.15 Deficiency:** 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.3.16 EnergyCAP:** A bill management platform used by DGS to track and audit energy and non-energy commodities, and to correlate costs and usage.
- C.3.17 Hazardous Materials:** 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.3.18 Holidays:** Holidays observed by the District of Columbia Government.
- C.3.19 Inspections:** 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.3.20 Key Personnel:** 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 and the COTR.
- C.3.21 Modification:** A bilateral or unilateral change in the terms of a contract.
- C.3.22 Monthly:** Services to be performed one (1) time per month.
- C.3.23 Organic Materials:** Materials designated as acceptable for composting by the District of Columbia. For purposes of this IFB, please refer to the PG County Composting Facility List of Acceptable Items (**Attachment J.14**).
- C.3.24 Product Preference:** 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.3.25 Pull:** A per-site (or location) materials collection service from which containers are emptied or pulled for a flat collection fee, regardless of number of carts/containers listed under the listed Facilities.
- C.3.26 Quality Control Program (QCP):** A 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.3.27 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.3.28 Routine Service Calls:** Routine calls are service calls during Occupant Work Hours, which are not considered urgent or emergency service calls.
- C.3.29 Salesforce:** 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.3.30 Sanitation:** A measure that promotes cleanliness and pest-free surroundings.
- C.3.31 Scale Transaction Report (aka Tonnage Report):** A supplemental report documenting all transactions at the designated transfer stations and/or disposal centers.
- C.3.32 Sensor Tracking Technology:** Technology that allows for the GPS location of vehicles, time and location of container collections, and reporting reasons for non-collection of containers.
- C.3.33 Service Call Type:** Assignment(s) that requires Contractor's presence to resolve, correct, or assist with a situation within a set time frame (i.e. emergency or routine).
- C.3.34 Service Calls:** Are considered standard service requirements, such as non-recurring requests for emptying of litter and bins for special events as requested by the CO, and/or COTR, or otherwise requires the Contractor's presence to resolve, correct, or assist a particular situation.
- C.3.35 Supplemental Optional Services:** Organics 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 (reference **Section C.5.17**).
- C.3.36 Supplemental Periodic Services:** Organics collection services related work which the Contractor will be requested to perform on a periodic basis (reference **Section C.5.17**).
- C.3.37 Supplemental Services:** Services that are above standard and are not covered in the monthly price of the contract (e.g., disposal costs based on PG County scale tickets).

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.3.38 Technology Vendor:** The company or companies selected by DGS to provide service verification or business intelligence hardware and/or software.
- C.3.39 Urgent Calls:** Service calls during Occupant Work Hours, which interrupt or otherwise adversely impact the District, or building occupant operations.
- C.3.40 Weekly:** Services to be performed one (1) time per week.
- C.3.41 Compostable:** means made solely of materials that break down into, or otherwise become part of, usable compost in a safe and timely manner in an appropriate program.
- C.3.42 Disposable food service ware:** Containers, bowls, plates, trays, cartons, cups, lids, straws, forks, spoons, knives, napkins, and other items that are designed for one-time use for beverages, prepared food, or leftovers from meals prepared by a food service entity. Disposable food service ware shall not include items composed entirely of aluminum.
- C.3.43 District Recycling Collection Program:** Any recycling collection services provided to District residents and/or businesses by the District either through collection at point of generation or through drop-off for recycling.
- C.3.44 Food service entity:** Full-service restaurants, limited-service restaurants, fast food restaurants, cafes, delicatessens, coffee shops, supermarkets, grocery stores, vending trucks or carts, food trucks, business or institutional cafeterias, including those operated by or on behalf of District departments and agencies, and other entities selling or providing food within the District for consumption on or off the premises.
- C.3.45 Recyclable:** means made solely of materials that can be recycled using the District’s recycling collection program.
- C.3.46 Recycle or Recycled or Recycling:** The series of activities, including separation, collection, and processing, through which materials are recovered or otherwise diverted from the solid waste stream for use as raw materials or in the manufacture of products other than fuel.
- C.3.47 Rigid plastic:** A plastic consumer product which maintains its shape when empty and unsupported (e.g. a bottle, container, or molded block). Excluded from this definition are: films, wraps, bags, flexible pouches, or resins that have been expanded or foamed, such as expanded polystyrene. For purposes of the organics collection program, these are considered contaminants. It is the responsibility of the tenant agency to monitor prior to hauling collection.



## **C.4 BACKGROUND**

The Department is seeking one (1) contractor to provide organics collection and disposal services in support of the Department's resource management efforts as part of the District's Zero Waste DC agenda.

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. DGS' goal of this procurement is to provide the mechanism for the Department to secure organic material hauling services to support approximately 41 location sites under the purview of the Executive Office of the Mayor.

## **C.5 REQUIREMENTS**

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

- C.5.1.1** The specifications herein are a statement of the minimum level of organics collection and disposal services and standards of performance that the Contractor shall abide under the Contract. 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 collection function are all inclusive. The CO may add or delete from these functions, as justified. The COTR may be authorized by the CO to request certain supplemental services; only the CO shall have authority to add or delete scope under the contract via modifications or change orders.
- C.5.1.2** All costs associated with complying with the requirements herein are included in the firm-fixed daily rate. The Contractor shall provide all labor, supervision, management, materials, equipment, appropriately-sized containers, supplies (including consumables), dedicated vehicles, vehicle maintenance, fuel, license fees and permits, recordkeeping, reporting and all other supplies and services necessary to successfully perform organic waste hauling and all related supplemental services in accordance with the standards described and set herein.
- C.5.1.3** The Contractor shall provide organic material 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 shall identify project team responsible for maintaining all dispatch route information, applicable scale records, as well as all invoicing transactions for standard and supplemental services, as applicable.
- C.5.2.2** Contractors shall designate one or more Data Officer(s), who will be responsible for performing daily Data Download Checks from the Salesforce work order system. On a daily basis, these individuals shall be responsible for:
- a. Logging into web-based platform to check for any work orders linked to standard or supplemental services to be performed, as applicable;
  - b. Documenting daily download activities by sending daily score-card email to key individuals, including COTR, summarizing daily collections (successful/unsuccessful lifts, vehicle breakdowns; steps taken to troubleshoot any issues, et al. Text message nor phone shall be used as the primary method for communicating this message.

## **C.5.3 VEHICLE STANDARDS**

- C.5.3.1** Each collection vehicle operated under this contract (“Dedicated Trucks”) shall be affixed with sensor-tracking technology defined in **Section C.3.32**. Dedicated trucks shall not be permitted to perform collections unless the required hardware has been installed. Contractor shall have the necessary vehicle(s) 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 sensor-equipped units needed to fulfill the award.
- C.5.3.1.1** 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.5.3.2** The Contractor shall dedicate vehicles for the collection of DGS organic materials only. DGS organic material shall *not* be co-mingled with any waste or recycling materials at any time. The Contractor shall maintain at least one dedicated vehicle in reserve to fill any lapses in service.
- C.5.3.3** 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 Facilities listed in **Section C.5.30**. 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.5.3.4** 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.5.3.5** 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.5.3.6** The Contractor shall plan, schedule routes, and coordinate organics collections from each service location listed in **Attachment J.13** in accordance with the Service Requirements. The Contractor shall provide a *Finalized Collection Route Schedule* to the COTR within ten (10) days of contract award.

**C.5.3.6.1** 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.5.3.6.2** 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.5.3.7** Contractor will use DGS’ disposal account with the **Prince George’s (PG) County Organics Composting Facility** located at 6602 S.E. Crain Highway Upper Marlboro, Maryland 20772. Materials on trucks that are not on the pre-authorization list or who do not present a valid Authorization Document will be charged by DGS to the Contractor based on the material type and the net tonnage. DGS will charge the contractor for material delivery on non-authorized trucks unless supporting evidence indicating otherwise is presented to and approved by the COTR.

**C.5.4 CONTAINERS**

**C.5.4.1** The Contractor shall provide the number and type of hauling containers required to successfully perform the required services for the Facilities as identified in **Attachment J.13**. DGS will provide some container inventory to guarantee continuity of services after

the award. The Contractor shall maintain ownership of containers they purchase and deploy as well as assume responsibility for removing and disposing of unneeded and broken containers. The Contractor shall ensure that the organics containers are compatible in all respects including, without limitation, dimensions and loading mechanisms with the collection vehicles that service the containers.

**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 Sensor Tracking Technology Specifications and Installation.** Contractor shall be required to install programmable sensor-tracking technology on all 96GA carts.

**C.5.4.1.3 Markings.** On the front of the container, the Contractor shall place permanent “**ORGANICS 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 taken-out of service for inspection, maintenance, and audit purposes. When such inspections take place equipment shall be replaced by a similar unit to prevent any disruptions in service. 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 Collection Containers**

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. Color: Organic material containers shall be "organic green #780" or equivalent). The Contractor shall ensure that organic material 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%.
- i. 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.
- j. 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.
- k. 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.5.5 INVENTORY ASSESSMENT**

**C.5.5.1** During the transition phase, the Contractor will 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 program team and tenant agency representatives as proof of equipment delivery within ten (10) days of contract award. Any proposed changes to containers shall be provided to the COTR for CO approval. Changes to this list will require contract modification issued by the CO.

**C.5.5.2** 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. Unit Cost

## **C.5.6 PREVENTATIVE MAINTENANCE**

**C.5.6.1** 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 Incident Reports (see template in Attachment J.15).

- a. Planned maintenance and repairs – written notification for all events is required.
- b. Spare parts – Contractor 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.5.7 PICK-UP SCHEDULE**

**C.5.7.1 Normal Schedule, Seasonal Schedule, and Special Pickups**

**C.5.7.1.1** The Contractor shall schedule normal pickups in accordance with the service requirements and schedule provided in **Attachment J.13**.

**C.5.7.1.2** The Contractor shall provide seasonal and special collection pickups on as-needed basis as requested by COTR at the same firm-fixed supplemental rate as referenced in the awarded Contractor’s Price Schedule, described in **Attachment J.11**.

**C.5.7.1.3** The seasonal schedule will apply to increase or decrease 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 as described in the awarded Contractor’s Price Schedule, unless deemed as supplemental by the CO.

**C.5.7.1.3.1** At this time, the Department requires no collections after the end of the school year/during summer break (dates vary per year). However, the Department reserves the right to increase the number of collections and to extend the period of performance throughout the entire year (12 months).

**C.5.7.2 On-Call and Emergency Services**

**C.5.7.2.1** 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 packer truck for composting purposes.

**C.5.7.2.2** At times, emergency pick-up services will be required. An emergency pick-up is a service requiring a 2-4 hours response time window from acknowledgment and mobilization. Before and 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.5.7.3 Response Time Tier**

**C.5.7.3.1** Each service request will be assigned a priority level that will dictate the Contractor’s appropriate response time.

- a. Emergency – an emergency constitutes an issue that presents an immediate health/safety risk. Acknowledgement/response within 2 hours. Temporary measure might be required. Service to be completed within 24 hours (unless repair request is placed “on hold” pending labor or parts.) When placed “on hold” the Contractor shall include action plan to address service request.
- b. High priority – issue that might potentially escalate impacting health/safety. Acknowledgement within first 24 hours. Resolve within 2 days (unless request is placed “on hold” due to repairs or link to a specific action or contract requirement). When placed “on hold” the Contractor shall include action plan to address service request.

- c. Routine – these are associated with normal operations. Acknowledgement within 24 hours. The Contractor shall address during next day of scheduled service.

**C.5.7.3.2** Unless otherwise specified, all collection service calls will be considered routine 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.5.8 ORGANICS STANDARD PICK-UPS**

**C.5.8.1** The Contractor shall empty all organic material containers at each service location and shall return containers to their original position. The Contractor shall collect organic material so as not to allow spilling of organic material. The Contractor shall pick-up any organic material 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 organic material to DGS’s designated disposal facility on the same day that material is collected. The Contractor shall not leave material in a vehicle overnight. Any sites not collected on a scheduled day will be collected the following day.

**C.5.9 COLLECTION TIMES**

**C.5.9.1** 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.5.10 HOLIDAYS**

**C.5.10.1** 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. *Example:* Thursday, November 28, 2019 (Thanksgiving Day), collection will take place on Friday, November 29, 2019. All containers must be collected according to this schedule, regardless of whether they are filled to capacity. In order to mitigate maggot/pest control issues this schedule must be strictly adhered to. DGS may change the holiday collection schedule at its sole discretion with ten (10) business days advance notice.

**C.5.11 MISSED COLLECTIONS**

**C.5.11.1** The Contractor shall provide same-day notification of missed pick-ups, for any reason, and any corrective action schedule. 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, to be submitted via the Daily Incident Report.

**C.5.11.2** Contractor shall cure deficiencies within 24 hours. 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 Frequency Service Schedule in **Attachment J.13**.

## **C.5.12 CONTAMINATED MATERIALS**

**C.5.12.1** 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.

**C.5.12.1.1** 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.5.13 FAILURE TO LEAVE NOTIFICATION TAG**

**C.5.13.1** Under no circumstance shall the Contractor fail to leave a completed and affixed Notification Tag for organics not collected by the Contractor due to prohibited materials, improper preparation/set out, or other non-compliance pursuant to the District Organic Material Guidelines. Each notification tag left by the Contractor shall include a clear and legible explanation as to the reason why the organics 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 deduction in the payment amount on the following month's invoice. The COTR will make the final determination as to whether the uncollected organics containing prohibited materials were improperly prepared or set out or were otherwise non-compliant.

## **C.5.14 INTERRUPTION OF SERVICE**

**C.5.14.1** 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 in a cure notice.

## **C.5.15 QUALITY CONTROL PLAN (QCP)**

**C.5.15.1** 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 for identifying areas to improve service delivery. Contractor shall provide the QCP to COTR within thirty (30) days of contract award and collaborate with COTR as needed to update the QCP.

**C.5.15.2** **The QCP must address the following questions:**

- a. How many trucks, bins, and people will be required to service aggregated site list?
- b. How will the Contractor ensure that back-up equipment and personnel are available on short order?
- c. How will the Contractor will handle notification of a missed pickup, which is unexcused and requires cure within 24 hours?
- d. How will the contractor monitor and respond to service calls and the resolution of complaints?
- e. What systems will the Contractor utilize to track performance on the ongoing execution of daily routes?
- f. 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.5.15.2.1** Please explain how the Contractor will adapt its services when the DGS COTR determines that sites:

- a. Are receiving too much service
- b. Are receiving insufficient service
- c. Require extra containers
- d. Need to have surplus containers removed

**C.5.15.2.2** Describe how the Contractor will handle increased and decreased service levels at sites, including transitioning sites to and from other vendors.

**C.5.15.2.3** DGS requires total control over the data created in the execution of its organic material 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.5.15.2.4** 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.

- a. How do you plan to ensure high levels of service from your subcontractors?
- b. Please also include any previously developed QCPs.

**C.5.15.2.5** 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 organics collection in an urban setting.
- d. Identify one (1) standard service rear load vehicle and one (1) spare rear load vehicle for services of the Facilities listed in **Section C.5.30 (Attachment J.13)**.

**C.5.15.3** The QCP shall be prepared by the Contractor as part of the initial bid for the organics' services contract. Failure to address the issues above may result in disqualification.

**C.5.15.3.1** 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.

**C.5.15.3.2** 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.5.16 WASTE TRANSFER STATIONS**

**C.5.16.1** The Contractor shall deliver all materials to the **PG County Organics Composting Facility** located at 6602 S.E. Crain Highway Upper Marlboro, Maryland 20772. The Contractor will deliver material at PGC under DGS' account.

**C.5.16.2** The Contractor shall provide weight tickets from PGC via email and as attachment to Daily Report every Monday by 5:00 p.m. for all weight tickets from the previous week.

**C.5.16.3** The District may choose to conduct audits of material as it is delivered to the waste disposal facility in order to ensure that material delivered by the Contractor in dedicated trucks does not exceed acceptable contamination levels.

## **C.5.17 REIMBURSABLE SERVICES**

**C.5.17.1** The Contractor shall not perform or bill for any Reimbursable Services unless requested and authorized by the COTR and or CO in writing.

**C.5.17.1.1** CO Approval: With advance CO’s written approval to perform task(s) and a Purchase Order in place, Contractor(s) shall be reimbursed for costs incurred in performing Reimbursable Services. The Contractor shall use the rates established in the Reimbursable Services Price Schedule (**Section B.4**) as the fixed rates established for cost reimbursement; provided that the total cost of Reimbursable Services shall not exceed the amount set forth in **Section B.3.2.1**.

**C.5.17.1.2** COTR Approval: With advance written authorization from the COTR, Contractor(s) may complete work immediately/emergency services with a not-to-exceed cost up to \$500.00 per quarter and/or a not-to-exceed amount of \$2,500 per year *and* a PO in place for Reimbursable Services, as provided in the Reimbursable Services Price Schedule, **Section B.4**. Contractor shall include invoices for these services in the next Monthly Invoice Report (**Attachment J.16**).

**C.5.17.2** The Contractor shall submit, for the COTRs prior approval, a written estimate for all requested Reimbursable Services.

**C.5.17.3** Reimbursable Services may include the following, which are included in the Price Schedule under reimbursable services:

**C.5.17.3.1 Supplemental Optional Services**

1. Supplemental Special Event Services (Unplanned/Unscheduled)
  - *Example:* Approximately 1-3 annual events at locations not included in service locations list (i.e., The Anacostia Environmental Youth Summit at Anacostia Park, SE)
2. Equipment: Rear Load Cart (96G Cart)
  - The Department may order additional equipment if needed, if carts are damaged, stolen, etc.

**C.5.17.3.2 Supplemental Periodic Services**

1. Unforeseen Damage/Repairs (Container Swap, Replacement Parts [i.e., wheel, lid replacement, etc.])
  - *Example:* If a container is missing a wheel the wheel must be replaced or the broken cart must be swapped for an operable cart
2. Container Relocation (Unforeseen)
  - *Example:* Carts must be removed from school premises due to emergency parking lot paving.
3. On-Call / Emergency Collection Services (Unforeseen)
  - *Example:* Weather-related event

4. Power Washing
  - *Example:* School may not have access to outdoor water line, which may require cart to be cleaned at another location or swapped out for clean cart.
5. Supplemental Miscellaneous High Volume Material (Unforeseen Landscaping) (Hand Pull)
  - *Example:* Brush from school clean-up event.

### **C.5.17.3.3 Supplemental (regular) Services**

- *Example:* Disposal costs based on PGC scale tickets.

## **C.5.18 TRANSITION AND EXIT PLAN**

### **C.5.18.1** The Transition Plan must provide:

- a. A detailed accounting of how Contractor’s team plans to have bins deployed, routes designed, and the appropriate amount of equipment and manpower to service each of the sites on List of Facilities (**Attachment J.13**).
- b. Confirmation that the Contractor will be able to commence service at each site bid within 30 days of contract award.
- c. Any previously executed Transition Plans
- d. A dedicated point of contact for the transition process

### **C.5.18.2** 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, cost estimates (i.e. labor, materials, equipment, subcontracting activities, etc.).

#### **C.5.18.2.1** The Exit Plan shall include a checklist of all action items, point of contact placeholders, and action due dates to account for the 90-day transition.

## **C.5.19 STAFF ATTIRE AND IDENTIFICATION**

### **C.5.19.1** The Contractor’s staff shall wear or carry identification at all times, supplied by the Contractor, at all times.

**C.5.19.2** The identification badges shall provide company logo, employee’s name, and employee photograph.

**C.5.19.3** The Contractor’s staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor’s employees.

**C.5.20 STRIKE CONTINGENCY PLAN**

**C.5.20.1** The Contractor shall develop and submit a Strike Contingency Plan. This plan shall describe in detail how the Contractor shall staff the organics routes to provide the required services in event of a strike by the Contractor’s employees. The Strike Contingency Plan shall be provided to the COTR within 30-days of award.

**C.5.21 SUPERVISION**

**C.5.21.1** 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.5.22 STAFF TRAINING**

**C.5.22.1** 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.5.22.2** Contractor’s employees performing work pursuant to this agreement shall be trained on the importance of collecting source-separated organic material.

**C.5.22.3** Drivers shall be training on the specific routes to which they are assigned for at least two (2) consecutive weeks to reduce the risk of missed collections and delays.

**C.5.22.4** 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.

**C.5.22.5** 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.

**C.5.22.6** Contractor(s) will be scheduled for Salesforce and EnergyCap training 20 days of contract award.

### **C.5.23 SECURITY REQUIREMENTS**

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

**C.5.23.1** 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.5.23.1.1** 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.5.23.1.2** 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.5.23.1.3** 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.5.23.1.4** 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.5.24 EQUIPMENT AND SUPPLIES**

**C.5.24.1** **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, and estimated timetable for the provision of any Vendor-provided equipment and supplies.

**C.5.24.2** **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.5.25 SERVICE CALL PROGRAM**

**C.5.25.1** 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.5.26 COMMUNICATION PLAN**

**C.5.26.1** A Communication Plan should be carefully developed to address each topic/question listed below. Once complete, the waste hauler and the DGS COTR will maintain a shared electronic copy of this document, will review the plan on a quarterly basis, and will update the plan accordingly.

### **1. Reporting Issues.**

- a. Who is responsible for reporting operational issues (service delays, technology malfunction, etc.) each day? Describe how the reporting of these issues will fit into employee workflow.
- b. Who is responsible for reporting collection-related issues (e.g. contamination, blocked container, locked container, etc.)? Describe how the reporting of these issues will fit into employees' workflow.

### **2. Responding to reported issues in Salesforce**

- a. Who is responsible for responding to reported issues (work orders) in Salesforce and assigning employees to address issues?
- b. Who is responsible for marking Salesforce work orders as resolved and providing written and/or photo evidence of their resolution?



**3. Meeting with DGS.**

- a. Who is responsible for attending bi-weekly calls/meetings with DGS? What makes these people or person most qualified for attending these meetings, and how will these meetings relate to the rest of their workload?

**4. For example, if the person attending meetings is not the same person who drives collection vehicles, how would the person in the meeting communicate relevant outcomes from the meeting to the driver?**

- a. Two-way devices (i.e. Smart phones, Tablets, iPhone, et al) 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.5.26.2** The Contractor shall submit a Communication Plan within fifteen (15) days of contract award.

**C.5.27 SERVICE TRACKING**

**C.5.27.1** 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.

**C.5.27.1.1** 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 Contractor to the COTR and EASI-PAY by the 9th of that month.

**C.5.27.1.2** 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.5.27.2** **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-Sustainability + Energy technology evolves. The contents of all daily incident reports submitted each month must also be included in the Monthly Invoice and Annual Invoice.

**C.5.27.3 Monthly Invoice Report (MIR).** The Contractor shall reference **Attachment J.16** to track daily standard services and supplemental services under the contract. The Contractor shall populate that template as specified over the course of the month and submit the completed MIR by email to the COTR (see *Section G.9.2*) 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. A copy of the completed template shall be included as part of the Contractor’s E-Invoicing submission. The template content includes, but not limited to the following: Monthly Invoice List of Routes; List of Sites; List of Containers; Scheduled Pickups; Missed Pickups; and Incidents report.

**C.5.27.4 Annual Invoice Report (AIR).** After the conclusion of the Base Year and each year thereafter, Contractor shall submit an annual report containing a summary of all contract activities documented on their monthly MIR reports, which should also incorporate an equipment inventory and equipment assessment. This report is due ten (10) days prior to the end of each contract period.

**C.5.27.5 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 (2) 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.5.28 LICENSING, ACCREDITATION AND REGISTRATION**

**C.5.28.1** All Bidders must provide proof, in their bid submissions, 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.5.29 COMPLETION SCHEDULE**

**C.5.29.1** 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.5.30 LIST OF LOCATIONS**

<b>NO.</b>	<b>AGENCY</b>	<b>FACILITY</b>	<b>ADDRESS</b>	<b>QUADRANT</b>	<b>CITY</b>	<b>ZIP</b>	<b>WARD</b>
001	DCPS	Bancroft Elementary School	1755 Newton St. NW	NW	Washington DC	20010	1
002	DCPS	Boone Elementary School	2200 Minnesota Ave. SE	SE	Washington, DC	20020	8
003	DCPS	Brent Elementary School	301 North Carolina Ave. SE	SE	Washington, DC	20003	6
004	DCPS	Bruce-Monroe Elementary School @ Park View	3560 Warder St. NW	NW	Washington, DC	20016	1
005	DCPS	Burroughs Education Campus	1820 Monroe St. NE	NE	Washington, DC	20018	5
006	DCPS	C.W. Harris Elementary School	301 53rd St. SE	SE	Washington, DC	20019	7
007	DCPS	Cardozo Education Campus	1200 Clifton St. NW	NW	Washington, DC	20009	1
008	DDOE	DDOE Headquarters	1200 First St. NE	NE	Washington, DC	20002	6
009	DCPS	Deal Middle School	3815 Fort Dr. NW	NW	Washington, DC	20016	3
010	DCPS	Duke Ellington School of the Arts	3500 R St. NW	NW	Washington, DC	20007	2
011	DCPS	Eastern High School	1700 East Capitol St. NE	NE	Washington, DC	20003	6
012	DCPS	Garfield Elementary School	2435 Alabama Ave. SE	SE	Washington, DC	20008	8
013	DCPS	Garrison Elementary School	1200 S St. NW	NW	Washington, DC	20009	2
014	DCPS	H.D. Cooke Elementary School	2525 17th St. NW	NW	Washington, DC	20009	1
015	DCPS	Hearst Elementary School	3950 37th St. NW	NW	Washington, DC	20008	3
016	DCPS	J.O. Wilson Elementary School	660 K St. NE	NE	Washington, DC	20002	6
017	DCPS	Janney Elementary School	4130 Albemarle St. NW	NW	Washington, DC	20016	3
018	DCPS	Ketcham Elementary School	1919 15th St. SE	SE	Washington, DC	20020	8

019	DCPS	Key Elementary School	5001 Dana Pl. NW	NW	Washington, DC	20007	3
020	DCPS	Lafayette Elementary School	5701 Broad Branch Rd. NW	NW	Washington, DC	20015	4
021	DCPS	Malcolm X Elementary School	1500 Mississippi Ave. SE	SE	Washington DC	20032	8
022	DCPS	Mann Elementary School	4430 Newark St. NW	NW	Washington, DC	20016	3
023	DCPS	Marie Reed Elementary School	2201 18th St. NW	NW	Washington, DC	20011	1
024	DCPS	Maury Elementary School	1250 Constitution Ave. NE	NE	Washington, DC	20002	6
025	DCPS	Miner Elementary School	601 15th St. NE	NE	Washington, DC	20002	6
026	DCPS	Murch Elementary School	4810 36th St. NW	NW	Washington DC	20008	3
027	DCPS	Oyster-Adams Bilingual School (Adams)	2020 19th St. NW	NW	Washington, DC	20008	3
028	DCPS	Oyster-Adams Bilingual School (Oyster)	2801 Calvert St. NW	NW	Washington, DC	20008	3
029	DCPS	Peabody Elementary School	425 C St. NE	NE	Washington, DC	20002	6
030	DCPS	Powell Elementary School	1350 Upshur St. NW	NW	Washington, DC	20011	4
031	DCPS	Randle Highlands Elementary School	1650 30th St. SE	SE	Washington, DC	20020	7
032	DCPS	Ron Brown College Prep High School	4800 Meade St. NE	NE	Washington, DC	20019	7
033	DCPS	School Without Walls @ Francis-Stevens	2425 N St. NW	NW	Washington, DC	20037	2
034	DCPS	School Without Walls High School	2130 G St. NW	NW	Washington, DC	20037	2
035	DCPS	School-Within-School @ Goding	920 F St. NE	NE	Washington, DC	20005	6
036	DCPS	Stoddert Elementary School	4001 Calvert St. NW	NW	Washington, DC	20007	3
037	DCPS	Thomson Elementary School	1200 L St. NW	NW	Washington, DC	20005	2
038	DCPS	Van Ness Elementary School	1150 5th St. SE	SE	Washington, DC	20003	6
039	DCPS	Walker-Jones Education Campus	1125 New Jersey Ave. NW	NW	Washington, DC	20001	6
040	DCPS	West Education Campus @ Sharpe Health	4300 13th St. NW	NW	Washington, DC	20011	4
041	DCPS	Whittier Education Campus	6201 5th St. NW	NW	Washington, DC	20011	4

## C.5.31 OTHER REQUIREMENTS AND SUBMITTALS

**C.5.31.1** The prospective Contractor shall be of established reputation with a minimum of three (3) consecutive years' experience in Organics 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 Bidders shall demonstrate at least three (3) years of experience with providing similar organics collection services, demonstrating the necessary manpower to perform the Services. Bidders shall provide a Reference List at the time of bid submission due date (**Attachment J.17**).
2. **Key Personnel:** Bidders shall provide a list of Key Personnel, such as a Project Manager, On-Site Supervisor(s), Data Officer 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:** Bidders shall provide a copy of the firm's current Basic Business License issued by DCRA.

**C.5.1.2** The Department 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, the Department 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 (“SCP”) for Supplies and Services Contracts, January 2016 (**Attachment J.1**).

## **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 (“SCP”) for Supplies and Services Contracts, January 2016 (**Attachment J.1**).

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

**F.1.1 Base Term:** The base term of the contract shall be for a period from date of execution by the Contracting Officer, as specified on the cover page of this contract, through one (1) year.

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

**F.2.1** The Department may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Department 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 Department 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(s) shall be as specified in the **Section B** of the contract.

**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 Department's requirements and submit each deliverable to the Contracting Officer's Technical Representative (COTR) identified in **Section G.9.2** in accordance with the following:

Section No.	Deliverable	Quantity	Format/ Method of Delivery	Due Date
C.5.3.3	Vehicle Information Confirmation	1	Soft Copy	Within five (5) days of Contract Award
C.5.3.6	Finalized Collections Route Schedule	1	Soft Copy	Within ten (10) days of Contract Award



C.5.5	Inventory Assessment	1	Soft Copy	Within ten (10) days of Contract Award
C.5.15	Quality Control Plan (QCP)	1	Soft Copy	Within thirty (30) days of Contract Award
C.5.18	Transition Plan	1	Soft Copy	Within thirty (30) days of Contract Award
C.5.18.2	Exit Plan	1	Soft Copy	Within ninety (90) days of Contract Award
C.5.20	Strike Contingency Plan	1	Soft Copy	Within thirty (30) days of Contract Award
C.5.24.1	Equipment Inventory	1	Soft Copy	Within ten (10) days of Contract Award
C.5.26	Communication Plan	1	Soft Copy	Within fifteen (15) days of Contract Award
C.5.27.2	Daily Incident Report	1	Soft Copy	Daily
C.5.27.3	Monthly Invoice Report	1	Soft Copy	The 5 <sup>th</sup> of each month
C.5.27.4	Annual Invoice Report	1	Soft Copy	No later than ten (10) days prior to end of each Contract Period

**F.3.1**

The Contractor shall submit to the District, as a deliverable, the report described in section **H.5.5** which 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, the District shall not make final payment to the Contractor pursuant to section **G.3.2**.

## **SECTION G: CONTRACT ADMINISTRATION**

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

**G.1.1** The District 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 create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

**G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in **Section G.4**.

**G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

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

**G.3.1** For contracts subject to the 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** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 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 work; and
- b) Presentation of a properly executed invoice.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** 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.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** 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.6 THE QUICK PAYMENT ACT**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** 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% 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.6.1.1.1** The date on which payment is due under the terms of this contract;

**G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

**G.6.1.2.1** 3rd day after the required payment date for meat or a meat product;

- G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** 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.6.2        Payments to Subcontractors**

**G.6.2.1**        The Contractor shall 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.6.2.1.1**     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.6.2.1.2**     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.6.2.2**        The Contractor shall pay subcontractors or suppliers 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% 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.6.2.2.1**     3rd day after the required payment date for meat or a meat product;

**G.6.2.2.2**     5th day after the required payment date for an agricultural commodity; or

**G.6.2.2.3**     15th day after any other required payment date.

**G.6.2.3**        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.6.2.4**        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.6.3        Subcontract requirements**

**G.6.3.1** 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.6.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

**G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer(s) is/are:

**George G. Lewis, CPPO**  
Chief | Contracts and Procurement  
Department of General Services  
2000 14th Street, NW | 8th Floor | Washington, DC 20009  
Tel: 202.478.5727 | Email: [George.Lewis@dc.gov](mailto:George.Lewis@dc.gov)

**Franklin Austin, CPPB, CPM**  
Contracting Officer | Contracts & Procurement Division  
Department of General Services  
1250 U Street NW | 3rd Floor | Washington, DC 20009  
Tel: 202.727.7128 | Email: [Franklin.Austin5@dc.gov](mailto:Franklin.Austin5@dc.gov)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** 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.8.3** 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.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** 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. The COTR has the

responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** 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.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** 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.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR is:

**SUSAN RILEY** | Green Building Coordinator  
Sustainability + Energy Division | Department of General Services (DGS)  
2000 14<sup>th</sup> Street NW | 8<sup>th</sup> Floor | Washington, DC 20009  
Tel: 202-442-9746 | Cell: 202-658-8163 | Email: [Susan.Riley@dc.gov](mailto:Susan.Riley@dc.gov)

**BROOKE HARTMAN** | School Conservation Coordinator  
Sustainability + Energy Division | Department of General Services (DGS)  
2000 14<sup>th</sup> Street NW | 8<sup>th</sup> Floor | Washington, DC 20009  
Tel: (202) 701-3158 | Email: [brooke.hartman@dc.gov](mailto:brooke.hartman@dc.gov)

- G.9.3** The COTR shall **NOT** have the authority to:
  - 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  - 2. Grant deviations from or waive any of the terms and conditions of the contract;
  - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - 4. Authorize the expenditure of funds by the Contractor;
  - 5. Change the period of performance; or
  - 6. Authorize the use of District property, except as specified under the contract.
- G.9.4** 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.

**G.10 COST REIMBURSEMENT CEILING**

- G.10.1** Cost reimbursement ceiling for this contract is set forth in Section B.3.
- G.10.2** The costs for performing the cost reimbursement elements of this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.
- G.10.3** 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.10.4** 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.10.5** 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.10.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, 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.3, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.10.7** 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.10.8** If any cost reimbursement ceiling specified in Section B.3 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.10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.10.10** 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.

## **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. 14, date of last revision: 07/16/2019**, 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 Section J.2. 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 **Article 25 of the District of Columbia's Department of General Services Standard Contract Provisions (SCP) for Supplies and Services Contracts, January 2016**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO 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 **Article 14 of the District of Columbia's Department of General Services Standard Contract Provisions (SCP) for Supplies and Services Contracts, January 2016, 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 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.7 AUDITS AND RECORDS**

**H.7.1** 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.7.2 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.7.3 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.7.4 Comptroller General**

**H.7.4.1** 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.7.4.2** 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.7.5 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.7.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.7.1 through H.7.5, 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.7.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.7.7, 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.7.5 of this clause.

**H.8            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.9            SUBCONTRACTING REQUIREMENTS**

**H.9.1         Mandatory Subcontracting Requirements**

**H.9.1.1** 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.9.1.2** 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.9.1.3** 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.9.1.4** 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.9.1.5** 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.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.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 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** 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.10.2** 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.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** 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.10.5** 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.10.6** 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.11 DISTRICT RESPONSIBILITIES**

**H.11.1 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.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** The Contractor shall be responsible for providing services in accordance with the requirements of this contract.

**H.12.2** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

**H.12.3** 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.12.4** 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.12.5** 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.12.6** Contractor shall:

1. Submit a project management plan containing a transition and exist plan within 3-5 days of award
2. Identify all personnel to be trained in Salesforce to track and report on completed routes, work orders, et al
3. Submit invoices electronically using the DC Vendor Portal located on the DGS Website: <https://vendorportal.dc.gov/Account/Login> within 10 days.
4. Identify dedicate truck and spare truck, as applicable.
5. Empty all organics containers at each location.
6. Notify the COTR, in writing, scheduling delays/changes.
7. 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.*
8. Provide the COTR a finalized collection route indicating assigned truck #, tag, driver information within ten (10) days of the contract award.
9. Transport materials to the Prince George’s County (PGC) Organics Composting Facility located at 6602 S.E. Crain Highway Upper Marlboro, Maryland 20772.
10. Provide weight tickets and transactions receipts via email within 24 hours of service.
11. Maintain a help desk/call center to address complaints and non-compliance issues. Contractor shall cure deficiencies within 24 hours.
12. Designate a customer service representative to be responsible for ensuring that all of the Contractor’s reporting and deliverable requirements are met.
13. Develop a preventive maintenance schedule.
14. Follow DGS Emergency and non-emergency tier of service
15. Conduct monthly inspections of containers to ensure compliance with the terms and conditions of the contract.
16. Wash/sanitize all containers as part of their maintenance service on a quarterly basis, or as needed.
17. Establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully.

**H.12.7** 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.12.8 Safety Requirements**

**H.12.8.1** 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.12.8.2** 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.12.8.2.1** Back support devices

**H.12.8.2.2** Eye protection

**H.12.8.2.3** Hearing protection

**H.12.8.2.4** Hand protection

**H.12.8.2.5** Head protection

**H.12.8.2.6** Foot protection

**H.12.8.3** 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.12.8.4** 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.12.8.5** 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.12.9 Fire Prevention**

**H.12.9.1** 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.12.9.2** 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.12.10 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.12.11 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.12.12 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.12.13 Suspension of Work**
- H.12.13.1** 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.12.13.2** 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.12.13.3** 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.12.13.4** 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.12.13.5** 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.12.14 Contract Completion or Termination**  
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.12.15 Fair Criminal Record Screening**

- H.12.15.1** 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.12.15.2** 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.12.15.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.12.15.4** 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.12.15.5** 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.12.15.6** 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**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **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**

#### **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 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 shall be 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 bid 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 of the project or work plan or contract. Licenses shall be granted 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 shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, 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, 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.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 CO. 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.
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. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-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 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 completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party 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.

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
  
7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
  
8. 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) \$5,000,000 per occurrence and \$5,000,000 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:

**George G. Lewis, CPPO c/o Karen Araujo**

Chief | Contracts and Procurement Division

DC Department of General Services

2000 14th Street, NW | 8th Floor | Washington, DC 20009

Tel: 202.545.3035 | Email: [Karen.Araujo@dc.gov](mailto:Karen.Araujo@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 Section J.3. An award cannot be made to any bidder 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 addressing 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:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bidder's bid submission

## **I.11 DISPUTES**

All disputes arising under or relating to the contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 ("SCP"), Article 14: Disputes (**Attachment J.1**).

## **I.12 CHANGES**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days

from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
  - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

- (a) 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, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for

employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

(b) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the 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, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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 paragraphs I.13(b)(1) and (b)(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 paragraph I.13(b)(2).

- (5) The Contractor agrees to send to each labor union or representative of workers with which it 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 its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, 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 the Act and with all guidelines for equal employment opportunity applicable in the District 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, i.e., paragraphs I.13(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (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.14 COST AND 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.

**I.15 CONTINUITY OF SERVICES**

**I.15.1** The Contractor recognizes that the services provided under this contract are vital to the District 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.15.1.1** Furnish phase-out, phase-in (transition) training; and

**I.15.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.15.2** The Contractor shall, upon the CO's written notice:

**I.15.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

**I.15.2.2** 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 CO's approval.

**I.15.3** 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.15.4** 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.15.5** Only in accordance with a modification issued by the CO, 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.



## SECTION J: ATTACHMENTS

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

Attachment Number	Document
<b>J.1</b>	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
<b>J.2</b>	U.S. DOL Wage Determination No. 2015-4281 Revision 14, dated 07/16/2019
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement (Non-Construction) – Feb 15-2018
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Subcontracting Plan (if required by law)
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more)
<b>J.10</b>	Bidder-Offeror Certification Form – April 2018
<b>J.11</b>	Price Schedule (Bid Form)
<b>J.12</b>	Award/Signature Page
<b>J.13</b>	List of Facilities & Frequency Service Schedule
<b>J.14</b>	District Organic Material Guidelines

<b>Attachment Number</b>	<b>Document</b>
<b>J.15</b>	Daily Incident Report (DIR) Template
<b>J.16</b>	Monthly Invoice Report (MIR) Template
<b>J.17</b>	References

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

### **K.1 BIDDER/OFFEROR CERTIFICATION FORM**

Available on **Attachment J.10** of this solicitation.

### **K.2 WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

### **K.3 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)**

#### **K.3.1** Definitions. As used in this provision:

**K.3.1.1** **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.3.1.2** **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

**K.3.1.3** **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.3.1.4** **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are

prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.3.1.5 Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

**K.3.1.6 Individual:** means an offeror/contractor that has no more than one employee including the offeror/contractor.

**K.3.2** The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section **K.3.2(1)** of this clause;
- (4) Notify such employees in writing in the statement required by section **K.3.2(1)** of this clause that, as a condition of continued employment on this contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under section **K.3.2(4)(b)** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

- (6) Within 30 days after receiving notice under section **K.3.2(4)(b)** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Take appropriate personnel action against such employee, up to and including termination; or
  - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section **K.3.2(1)** through **K.3.2(6)** of this clause.

**K.3.3** The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

**K.3.4** In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections **K.3.2** or **K.3.3** of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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

### L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO 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.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### L.2 BID ORGANIZATION AND SUBMISSION OF BIDS

- L.2.1** One original and Two (2) copies of the written response to this Invitation for Bid (IFB) 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 Offers shall “NOT” be accepted.** Each IFB shall be submitted in a sealed envelope conspicuously marked on the outside:

**"Bid in Response to Solicitation No. DCAM-20-NC-IFB-0002 | Organics Collection and Disposal Services"**

- L.2.1.1** In addition, the Bidder will also provide one (1) USB flash drive with all attachments submitted as a .pdf file. The bid form shall be submitted in both .pdf file and excel spreadsheet. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.2 Hand Delivery or Mailing of Bids**  
Bidders must deliver or mail their bids to the address on the cover page.
- L.2.3** The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** The Bidder shall make no changes to the requirements set forth in this solicitation.
- L.2.5** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.
- L.2.6** The bidder shall complete, sign and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.2.7** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs (Attachment J.11) will render the bid non-responsive and disqualify the bid.

**L.3 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. Bidders 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.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **10:00 a.m. EST on Friday, November 15, 2019.**

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

**L.6.2 Postmarks**

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 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.6.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.6.4 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

**L.6.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.7 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.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than *Tuesday, November 5, 2019* indicated on the Cover Page of this solicitation. The District will not consider any questions received less than *five (5)* days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.9 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or 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 this 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 CO for the solicitation.

**L.10           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 the Award/Signature Page (**Attachment J.12**) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

**L.11           SIGNING OF BIDS**

**L.11.1**       The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.11.2**       All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

**L.12           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 option year pricing.

**L.13           LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.13.1**       Name, address, telephone number and federal tax identification number of bidder;

**L.13.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.13.3** 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.14 BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

**L.15 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 to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

**L.16 GENERAL STANDARDS OF RESPONSIBILITY**

**L.16.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.16.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility 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.17** *RESERVED*

**L.18 PRE-BID CONFERENCE**

A pre-bid conference will be held at **11:00 a.m. on Friday, November 1, 2019** at the **Frank D. Reeves Municipal Center | DPW 6th Floor Large Conference Room, located at 2000 14<sup>th</sup> Street NW, Washington, DC 20009**. 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. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder’s list as having received a copy of the solicitation. Answers will be posted on the DGS website: [www.dgs.dc.gov](http://www.dgs.dc.gov) via addendum to the IFB.

**L.19 BRAND NAME OR EQUAL**

**L.19.1** As used in this clause, the term “brand name” includes identification of products by make and model.

**L.19.2** If items called for by this IFB have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly

identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the IFB.

- L.19.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the IFB.
- L.19.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the IFB, or such product shall be otherwise clearly identified in the bid.
- L.19.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. CAUTION TO BIDDERS: The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- L.19.6** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the IFB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- L.19.7** If the bidder proposes to modify a product so as to make it conform to the requirements of the IFB, it shall (i) include in its bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- L.19.8** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered.

## **SECTION M: EVALUATION FACTORS**

### **M.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

#### **M.1.1 APPLICATION OF PREFERENCES**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors in response to this IFB as follows:

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

#### **M.1.2 MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is twelve per cent (12%).

There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.1.3            PREFERENCES FOR CERTIFIED JOINT VENTURES**

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

**M.1.4            VERIFICATION OF BIDDER’S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE**

**M.1.4.1**        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 business enterprise.

**M.1.4.2**        Any bidder seeking 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 DC 20001

**M.1.4.3**        All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2              EVALUATION OF OPTION YEARS**

The District 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 District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.