


Solicitation/Offer/Award/Contract				1. Caption				Page of Pages		
				Citywide Waste Collection and Disposal Services				1	110	
2. Contract Number DCAM-24-NC-RFP-0003		3. Effective Date See Block 18		4. Requisition/Purchase Request/Project No. TBD						
5. Issued By: <u>Domonique Banks, CO</u>		Code		6. Administered by (If other than line 5)						
Department of General Services Contracts and Procurement Division 3924 Minnesota Avenue NE, 5 th Floor Washington, DC 20019				Department of General Services Sustainability + Energy Division 3924 Minnesota Avenue NE, 5 th Floor Washington, DC 20019 Susan Riley susan.riley@dc.gov						
8. Name and Address of Contractor (No. street, city, county, state and Zip Code)				8. Delivery <input type="checkbox"/> FOB Origin Other (See Schedule Section F)					9. Discount for prompt payment Net thirty (30) Days	
				10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)					Item 6	
Code		Facility		12. Payment will be made by				Code		
11. Ship to/Mark For				Code		14. Accounting and Appropriation Data ENCUMBRANCE CODE:				
13. Acknowledgement of Amendments The Offeror acknowledges receipt of amendments to the Solicitation. X _____ Signature										
15A. Item	15B. Supplies/Services			15C. Ext Qty.	15D. Unit	15E.	15F.			
				TOTAL AMOUNT OF CONTRACT				TO BE DETERMINED		
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REQUEST FOR PROPOSALS (RFP) PROCUREMENT SCHEDULE										
ISSUE DATE		JULY 13, 2023								
PRE-PROPOSAL CONFERENCE		JULY 17, 2023 DATE AT 10:00 A.M. at Marion S. Barry Jr Building, 441 4 th Street NW – SOUTH SIDE, 11 th Floor, Room 1012								
SITE-VISIT		JULY 17, 2023 (Time: following Pre-Proposal Conference) at MPD Headquarters 300 Indiana Avenue NW								
QUESTIONS		JULY 20, 2023 [Instructions on submitting questions can be found in Section L.5 and Attachment A.8]								
PROPOSAL CLOSING DATE		AUGUST 11, 2023 AT 10:00 A.M. VIA VENDOR SUBMISSION PORTAL (ATTENTION: KAREN ARAUJO)								
Contracting Officer will complete Item 17 or 18 as applicable										
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the following documents: (a) this award/Contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)					18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-24-NC-RFP-0003 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the Contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/Contract. No further Contractual document is necessary.					
19A. Name and Title of Signer (Type or print)					20A. Name of Contracting Officer					
19B. Name of Contractor			19C. Date Signed		20B. District of Columbia (Signature of Contracting Officer)			20C. Date Signed		
(Signature of person authorized to sign)										
 Government of the District of Columbia										

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”, “Department” or “DGS”) is issuing this Request for Proposal (“RFP”) to award one (1) qualified contractor (the “Contractor”) to provide Citywide Waste (trash and recycling) Collection and Disposal Services (“Services”) for various facilities located throughout the District of Columbia, as well as three (3) collection points in the State of Maryland.
- B.1.1** The awarded Contractor shall provide all management, tools, supplies, equipment, storage, vehicles, and labor necessary to perform the required Services. The proposed Contract will have a term beginning with a base period effective date of award through September 30 of the respective fiscal year and include up to four (4) one (1) year option periods. The total length of the proposed Contract will not exceed five (5) years in accordance with **Section F.2**.
- B.1.2** The Department intends to award one (1) contract. Offerors shall submit pricing for all Contract Line-Item Numbers (“CLINs), including CLINs identified for the base period and each of the four (4) option periods. The Offeror’s failure to complete the Price-Cost Schedule (**Exhibit E.4**) for all CLINs (as prescribed herein) covering all option periods shall be sufficient to render the proposal submission non-responsive and subject to exclusion from further evaluation in consideration of award. Refer to Section L of the RFP for complete submission requirements.
- B.2** **TYPE OF CONTRACT.** Pursuant to the District of Columbia Procurement Practices Reform Act (“PPRA) 2010, Section 403 Competitive Sealed Proposals, the District contemplates award of one (1) *Firm-Fixed Price* Contract with a *Time-and-Materials* component based on direct labor hours for supplemental services in accordance with Title 27 DCMR Chapter 47, 4712 and 4716.
- B.3** **PRICING**
- B.3.1** Pricing is based on the firm-fixed unit rates in accordance with the Contractor’s Price-Cost Schedule (**Exhibit E.4**). These rates shall include wages, overhead, general, and administrative expenses, profit, and **disposal costs for front-load and rear-load services** (excluding disposal costs for trailers [roll-off and compactors] which shall be compensated as a supplemental service against the Owner-Directed Allowance). For the avoidance of doubt, the Contractor’s firm-fixed unit rates shall be all-inclusive with the exception of disposal costs for trailer services (roll-off and compactors).
- B.3.1.1** The price identified herein shall be: (i) fixed for the life of the Contract; and (ii) sufficient to cover all of the service requirements including, but not limited to, the Contractor’s G&A (general and administrative) expenses, labor, supervision, supplies, service equipment, vehicles and vehicle maintenance, fuel, permits, transportation, travel to and from work sites, disposal costs as described in **Section B.3.1**, and insurance coverage provisions as required by **Section I.14**. The Contractors’ price for the base period and all subsequent

option periods shall be in compliance with the applicable labor categories, direct rates, as well as all applicable year-over-year wage increases due to market variables and any increase issued by the U.S. Department of Labor Service Contract Act and/or the D.C. Living Wage Act of 2006 (*whichever prevailing wage is applicable under the award of the Contract for the Base Period and any subsequent Option Periods*). The Contractor's rates shall include all else necessary to fulfill the service level agreement for providing the District efficient and economical provision of required services as described herein.

B.3.2 For the avoidance of doubt and notwithstanding to the contrary, the Contractor's firm-fixed unit rates shall be fully loaded, accounting for all cost associated with providing the contemplated hourly rate services including union fee increases (if applicable), holiday and overtime paid to the Contractor's employees, and as described all other costs described in **Section B.3.1.1**. The Contractor will not be permitted to bill, nor will the District accept additional cost in the form of holiday, overtime, and changes to rates due to any of the aforementioned.

B.3.3 Annual Supplemental Services Not-to-Exceed Owner-Directed Allowance

The Contractor will be reimbursed for costs incurred in performing on-call, disposal or supplemental hauling services against the not-to-exceed Owner-Directed Allowance (described in the chart below) if and only when: (i) the COTR deems the work as a supplemental service and grants authorization in writing (in accordance with the contract terms) prior to commencement of any services up to the value of the Owner-Directed Allowance purchase order but no more than \$10,000; or (ii) the COTR deems the work as a supplemental service and services are authorized in writing by the Department's Contracting Officer prior to commencement of any services it deems to be a supplemental service that exceeds \$10,000 up to the value of the Owner-Directed Allowance purchase order. Supplemental Services may include, but not limited to: (1) disposal costs for trailers (roll-off and compactors); and (2) unforeseen emergency collection or supplemental services, such as purchasing or repairs of containers and or relocation.

B.3.3.1 List of Supplemental Services (chart).

<u>Description</u>	<u>Annual NTE Amount</u>				
	<u>Base Year</u>	<u>Option Year 1</u>	<u>Option Year 2</u>	<u>Option Year 3</u>	<u>Option Year 4</u>
Emergency Mechanical Compactor Maintenance and Repair (4 yd., 15 yd., and 30 yd. units)	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Unplanned / Unscheduled Services (where location may not be included in the Service Schedule). Contractor to provide all equipment, labor, transportation, and disposal services. Applicable to all	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000

containers with the <u>exception</u> of roll-off and compactors.					
Supplemental On-Call Collection and Disposal Service Fees (unplanned/unscheduled services regardless of unit size) Applicable to roll-offs and compactors only.	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Disposal Fee for all Large Capacity Roll-off and/or Compactor Service (based on transfer station or processing center per transaction unit scale ticket). (NTE estimate reflects trash & recycling trailer scale fee). Note: This applies to roll-off and compactors in the Service Schedule (planned/scheduled)	\$300,000	\$350,000	\$350,000	\$400,000	\$400,000
Container Relocation due to construction, repair, activation of swing space, or similar in DC and MD locations	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Contractor's Container Replacement Fee due to unforeseen change in contract requirement. Applicable to 96 GA, 2yd., 3yd., 4yd., 6yd., 8 yd.	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Container Retrofit (i.e., wheels, supplemental welding, and locking mechanisms)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Container Re-paint/Spruce (wear/tear/graffiti)	\$7,000	\$7,000	\$10,000	\$10,000	\$12,000
Recovery Collection Services (aimed to restore a missed Routine Service according to Service Schedule, <i>Exhibit E.6</i> , and not due to contractor negligence). <u>Note: Incomplete collection routes due to negligence or poor planning by the Contractor are not deemed as a Recovery Collection Service, and shall be at the Contractor's expense.</u>	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Total NTE Owner-Directed Allowance	\$400,000	\$400,000	\$403,000	\$403,000	\$405,000

B.4 PRICE-COST SCHEDULE

[FOR REFERENCE ONLY – PRICE-COST PROPOSALS SHALL BE SUBMITTED SUBSTANTIALLY IN THE FORM OF EXHIBIT E.4]

B.4.1 Base Year

TRASH

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
0001	10 YD roll off*	2	24		\$ -
0002	15 YD compactor *	15	1,040		\$ -
0003	2 YD VIP	1	52		\$ -
0004	2 YD	11	624		\$ -
0005	3 YD	5	780		\$ -
0006	30 YD compactor*	5	468		\$ -
0007	30 YD roll off*	25	1,284		\$ -
0008	4 YD	76	9,526		\$ -
0009	4 YD VIP (front load)	7	1,092		\$ -
0010	4 YD VIP (rear load)	15	4,004		\$ -
0011	6 YD	70	8,472		\$ -
0012	8 YD	211	31,200		\$ -
0013	8 YD VIP	2	312		\$ -
0014	96 GA	76	10,192		\$ -
TOTAL		521	69,070		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

RECYCLING

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
0015	15 YD compactor*	13	728		\$ -
0016	2 YD VIP	1	52		\$ -
0017	2 YD	21	2,756		\$ -
0018	3 YD	4	364		\$ -
0019	30 YD compactor*	4	260		\$ -
0020	30 YD roll off*	8	624		\$ -
0021	35 GA	141	11,648		\$ -
0022	4 YD	40	4,172		\$ -
0023	4 YD VIP (front load)	3	312		\$ -
0024	4 YD VIP (rear load)	5	676		\$ -
0025	6 YD	45	4,680		\$ -
0026	8 YD	168	17,732		\$ -
0027	96 GA	259	23,660		\$ -
TOTAL		712	67,664		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

SUPPLEMENTAL SERVICES - TIME & MATERIALS

CLIN	DESCRIPTION - LABOR CATEGORIES	UNIT	EST. QTY	FIRM-FIXED HOURLY LABOR RATE	ESTIMATED EXTENDED PRICE
0028	Machinery Maintenance Mechanic (23530)	HRLY	1		\$ -
0029	Machinist, Maintenance (23550)	HRLY	1		\$ -
0030	Maintenance Trades Helper (23580)	HRLY	1		\$ -
0031	Painter, Maintenance (23760)	HRLY	1		\$ -
0032	Sheet - Metal Worker, Maintenance (23890)	HRLY	1		\$ -
0033	Welder, Combination, Maintenance (23960)	HRLY	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - FLAT RATE

CLIN	DESCRIPTION	UNIT	ESTIMATED QUANTITY	FIRM-FIXED FLAT RATE	ESTIMATED EXTENDED PRICE
0034	Container Relocation (DC Locations)	FLAT RATE	1		\$ -
0035	Container Relocation (MD Locations)	FLAT RATE	1		\$ -
0036	Container Replacement Fee 96 GA	FLAT RATE	1		\$ -
0037	Container Replacement Fee 2 YD	FLAT RATE	1		\$ -
0038	Container Replacement Fee 3 YD	FLAT RATE	1		\$ -
0039	Container Replacement Fee 4 YD	FLAT RATE	1		\$ -
0040	Container Replacement Fee 6 YD	FLAT RATE	1		\$ -
0041	Container Replacement Fee 8 YD	FLAT RATE	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - CONTAINER SIZE

CLIN	DESCRIPTION OF ITEMS	EST. QTY	TOTAL EST. NO. OF PULLS	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
0042	Trash Container 35 GA	1	1		\$ -
0043	Recycling Container 10 YD	1	1		\$ -
TOTAL					\$ -

B.4.2 Option Year 1

TRASH

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
1001	10 YD roll off*	2	24		\$ -
1002	15 YD compactor *	15	1,040		\$ -
1003	2 YD VIP	1	52		\$ -
1004	2 YD	11	624		\$ -
1005	3 YD	5	780		\$ -
1006	30 YD compactor*	5	468		\$ -
1007	30 YD roll off*	25	1,284		\$ -
1008	4 YD	76	9,526		\$ -
1009	4 YD VIP (front load)	7	1,092		\$ -
1010	4 YD VIP (rear load)	15	4,004		\$ -
1011	6 YD	70	8,472		\$ -
1012	8 YD	211	31,200		\$ -
1013	8 YD VIP	2	312		\$ -
1014	96 GA	76	10,192		\$ -
TOTAL		521	69,070		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

RECYCLING

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
1015	15 YD compactor*	13	728		\$ -
1016	2 YD VIP	1	52		\$ -
1017	2 YD	21	2,756		\$ -
1018	3 YD	4	364		\$ -
1019	30 YD compactor*	4	260		\$ -
1020	30 YD roll off*	8	624		\$ -
1021	35 GA	141	11,648		\$ -
1022	4 YD	40	4,172		\$ -
1023	4 YD VIP (front load)	3	312		\$ -
1024	4 YD VIP (rear load)	5	676		\$ -
1025	6 YD	45	4,680		\$ -
1026	8 YD	168	17,732		\$ -
1027	96 GA	259	23,660		\$ -
TOTAL		712	67,664		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

SUPPLEMENTAL SERVICES - TIME & MATERIALS

CLIN	DESCRIPTION - LABOR CATEGORIES	UNIT	EST. QTY	FIRM-FIXED HOURLY LABOR RATE	ESTIMATED EXTENDED PRICE
1028	Machinery Maintenance Mechanic (23530)	HRLY	1		\$ -
1029	Machinist, Maintenance (23550)	HRLY	1		\$ -
1030	Maintenance Trades Helper (23580)	HRLY	1		\$ -
1031	Painter, Maintenance (23760)	HRLY	1		\$ -
1032	Sheet - Metal Worker, Maintenance (23890)	HRLY	1		\$ -
1033	Welder, Combination, Maintenance (23960)	HRLY	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - FLAT RATE

CLIN	DESCRIPTION	UNIT	ESTIMATED QUANTITY	FIRM-FIXED FLAT RATE	ESTIMATED EXTENDED PRICE
1034	Container Relocation (DC Locations)	FLAT RATE	1		\$ -
1035	Container Relocation (MD Locations)	FLAT RATE	1		\$ -
1036	Container Replacement Fee 96 GA	FLAT RATE	1		\$ -
1037	Container Replacement Fee 2 YD	FLAT RATE	1		\$ -
1038	Container Replacement Fee 3 YD	FLAT RATE	1		\$ -
1039	Container Replacement Fee 4 YD	FLAT RATE	1		\$ -
1040	Container Replacement Fee 6 YD	FLAT RATE	1		\$ -
1041	Container Replacement Fee 8 YD	FLAT RATE	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - CONTAINER SIZE

CLIN	DESCRIPTION OF ITEMS	EST. QTY	TOTAL EST. NO. OF PULLS	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
1042	Trash Container 35 GA	1	1		\$ -
1043	Recycling Container 10 YD	1	1		\$ -
TOTAL					\$ -

B.4.3 Option Year 2

TRASH

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
2001	10 YD roll off*	2	24		\$ -
2002	15 YD compactor *	15	1,040		\$ -
2003	2 YD VIP	1	52		\$ -
2004	2 YD	11	624		\$ -
2005	3 YD	5	780		\$ -
2006	30 YD compactor*	5	468		\$ -
2007	30 YD roll off*	25	1,284		\$ -
2008	4 YD	76	9,526		\$ -
2009	4 YD VIP (front load)	7	1,092		\$ -
2010	4 YD VIP (rear load)	15	4,004		\$ -
2011	6 YD	70	8,472		\$ -
2012	8 YD	211	31,200		\$ -
2013	8 YD VIP	2	312		\$ -
2014	96 GA	76	10,192		\$ -
TOTAL		521	69,070		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

RECYCLING

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
2015	15 YD compactor*	13	728		\$ -
2016	2 YD VIP	1	52		\$ -
2017	2 YD	21	2,756		\$ -
2018	3 YD	4	364		\$ -
2019	30 YD compactor*	4	260		\$ -
2020	30 YD roll off*	8	624		\$ -
2021	35 GA	141	11,648		\$ -
2022	4 YD	40	4,172		\$ -
2023	4 YD VIP (front load)	3	312		\$ -
2024	4 YD VIP (rear load)	5	676		\$ -
2025	6 YD	45	4,680		\$ -
2026	8 YD	168	17,732		\$ -
2027	96 GA	259	23,660		\$ -
TOTAL		712	67,664		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

SUPPLEMENTAL SERVICES - TIME & MATERIALS

CLIN	DESCRIPTION - LABOR CATEGORIES	UNIT	EST. QTY	FIRM-FIXED HOURLY LABOR RATE	ESTIMATED EXTENDED PRICE
2028	Machinery Maintenance Mechanic (23530)	HRLY	1		\$ -
2029	Machinist, Maintenance (23550)	HRLY	1		\$ -
2030	Maintenance Trades Helper (23580)	HRLY	1		\$ -
2031	Painter, Maintenance (23760)	HRLY	1		\$ -
2032	Sheet - Metal Worker, Maintenance (23890)	HRLY	1		\$ -
2033	Welder, Combination, Maintenance (23960)	HRLY	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - FLAT RATE

CLIN	DESCRIPTION	UNIT	ESTIMATED QUANTITY	FIRM-FIXED FLAT RATE	ESTIMATED EXTENDED PRICE
2034	Container Relocation (DC Locations)	FLAT RATE	1		\$ -
2035	Container Relocation (MD Locations)	FLAT RATE	1		\$ -
2036	Container Replacement Fee 96 GA	FLAT RATE	1		\$ -
2037	Container Replacement Fee 2 YD	FLAT RATE	1		\$ -
2038	Container Replacement Fee 3 YD	FLAT RATE	1		\$ -
2039	Container Replacement Fee 4 YD	FLAT RATE	1		\$ -
2040	Container Replacement Fee 6 YD	FLAT RATE	1		\$ -
2041	Container Replacement Fee 8 YD	FLAT RATE	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - CONTAINER SIZE

CLIN	DESCRIPTION OF ITEMS	EST. QTY	TOTAL EST. NO. OF PULLS	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
2042	Trash Container 35 GA	1	1		\$ -
2043	Recycling Container 10 YD	1	1		\$ -
TOTAL					\$ -

B.4.4 Option Year 3

TRASH

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
3001	10 YD roll off*	2	24		\$ -
3002	15 YD compactor *	15	1,040		\$ -
3003	2 YD VIP	1	52		\$ -
3004	2 YD	11	624		\$ -
3005	3 YD	5	780		\$ -
3006	30 YD compactor*	5	468		\$ -
3007	30 YD roll off*	25	1,284		\$ -
3008	4 YD	76	9,526		\$ -
3009	4 YD VIP (front load)	7	1,092		\$ -
3010	4 YD VIP (rear load)	15	4,004		\$ -
3011	6 YD	70	8,472		\$ -
3012	8 YD	211	31,200		\$ -
3013	8 YD VIP	2	312		\$ -
3014	96 GA	76	10,192		\$ -
TOTAL		521	69,070		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

RECYCLING

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
3015	15 YD compactor*	13	728		\$ -
3016	2 YD VIP	1	52		\$ -
3017	2 YD	21	2,756		\$ -
3018	3 YD	4	364		\$ -
3019	30 YD compactor*	4	260		\$ -
3020	30 YD roll off*	8	624		\$ -
3021	35 GA	141	11,648		\$ -
3022	4 YD	40	4,172		\$ -
3023	4 YD VIP (front load)	3	312		\$ -
3024	4 YD VIP (rear load)	5	676		\$ -
3025	6 YD	45	4,680		\$ -
3026	8 YD	168	17,732		\$ -
3027	96 GA	259	23,660		\$ -
TOTAL		712	67,664		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

SUPPLEMENTAL SERVICES - TIME & MATERIALS

CLIN	DESCRIPTION - LABOR CATEGORIES	UNIT	EST. QTY	FIRM-FIXED HOURLY LABOR RATE	ESTIMATED EXTENDED PRICE
3028	Machinery Maintenance Mechanic (23530)	HRLY	1		\$ -
3029	Machinist, Maintenance (23550)	HRLY	1		\$ -
3030	Maintenance Trades Helper (23580)	HRLY	1		\$ -
3031	Painter, Maintenance (23760)	HRLY	1		\$ -
3032	Sheet - Metal Worker, Maintenance (23890)	HRLY	1		\$ -
3033	Welder, Combination, Maintenance (23960)	HRLY	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - FLAT RATE

CLIN	DESCRIPTION	UNIT	ESTIMATED QUANTITY	FIRM-FIXED FLAT RATE	ESTIMATED EXTENDED PRICE
3034	Container Relocation (DC Locations)	FLAT RATE	1		\$ -
3035	Container Relocation (MD Locations)	FLAT RATE	1		\$ -
3036	Container Replacement Fee 96 GA	FLAT RATE	1		\$ -
3037	Container Replacement Fee 2 YD	FLAT RATE	1		\$ -
3038	Container Replacement Fee 3 YD	FLAT RATE	1		\$ -
3039	Container Replacement Fee 4 YD	FLAT RATE	1		\$ -
3040	Container Replacement Fee 6 YD	FLAT RATE	1		\$ -
3041	Container Replacement Fee 8 YD	FLAT RATE	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - CONTAINER SIZE

CLIN	DESCRIPTION OF ITEMS	EST. QTY	TOTAL EST. NO. OF PULLS	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
3042	Trash Container 35 GA	1	1		\$ -
3043	Recycling Container 10 YD	1	1		\$ -
TOTAL					\$ -

B.4.5 Option Year 4

TRASH

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
4001	10 YD roll off*	2	24		\$ -
4002	15 YD compactor *	15	1,040		\$ -
4003	2 YD VIP	1	52		\$ -
4004	2 YD	11	624		\$ -
4005	3 YD	5	780		\$ -
4006	30 YD compactor*	5	468		\$ -
4007	30 YD roll off*	25	1,284		\$ -
4008	4 YD	76	9,526		\$ -
4009	4 YD VIP (front load)	7	1,092		\$ -
4010	4 YD VIP (rear load)	15	4,004		\$ -
4011	6 YD	70	8,472		\$ -
4012	8 YD	211	31,200		\$ -
4013	8 YD VIP	2	312		\$ -
4014	96 GA	76	10,192		\$ -
TOTAL		521	69,070		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

RECYCLING

CLIN	DESCRIPTION - CONTAINER SIZE	QTY OF CONTAINERS	TOTAL ESTIMATED NO. PULLS (52-weeks)	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
4015	15 YD compactor*	13	728		\$ -
4016	2 YD VIP	1	52		\$ -
4017	2 YD	21	2,756		\$ -
4018	3 YD	4	364		\$ -
4019	30 YD compactor*	4	260		\$ -
4020	30 YD roll off*	8	624		\$ -
4021	35 GA	141	11,648		\$ -
4022	4 YD	40	4,172		\$ -
4023	4 YD VIP (front load)	3	312		\$ -
4024	4 YD VIP (rear load)	5	676		\$ -
4025	6 YD	45	4,680		\$ -
4026	8 YD	168	17,732		\$ -
4027	96 GA	259	23,660		\$ -
TOTAL		712	67,664		\$ -

*For trailer services (roll-off and compactors), the firm-fixed unit rate excludes the disposal costs. Contractor shall be required to submit the original scale tickets to the COTR/District for reimbursement against the Owner-Directed Allowance. In no event shall the Contractor be reimbursed without proof of the original scale ticket. Scale tickets must be clear and legible (Section C.5.7.2).

SUPPLEMENTAL SERVICES - TIME & MATERIALS

CLIN	DESCRIPTION - LABOR CATEGORIES	UNIT	EST. QTY	FIRM-FIXED HOURLY LABOR RATE	ESTIMATED EXTENDED PRICE
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4030	Maintenance Trades Helper (23580)	HRLY	1		\$ -
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4032	Sheet - Metal Worker, Maintenance (23890)	HRLY	1		\$ -
4033	Welder, Combination, Maintenance (23960)	HRLY	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - FLAT RATE

CLIN	DESCRIPTION	UNIT	ESTIMATED QUANTITY	FIRM-FIXED FLAT RATE	ESTIMATED EXTENDED PRICE
4034	Container Relocation (DC Locations)	FLAT RATE	1		\$ -
4035	Container Relocation (MD Locations)	FLAT RATE	1		\$ -
4036	Container Replacement Fee 96 GA	FLAT RATE	1		\$ -
4037	Container Replacement Fee 2 YD	FLAT RATE	1		\$ -
4038	Container Replacement Fee 3 YD	FLAT RATE	1		\$ -
4039	Container Replacement Fee 4 YD	FLAT RATE	1		\$ -
4040	Container Replacement Fee 6 YD	FLAT RATE	1		\$ -
4041	Container Replacement Fee 8 YD	FLAT RATE	1		\$ -
TOTAL					\$ -

SUPPLEMENTAL SERVICES - CONTAINER SIZE

CLIN	DESCRIPTION OF ITEMS	EST. QTY	TOTAL EST. NO. OF PULLS	FIRM-FIXED UNIT RATE	ESTIMATED EXTENDED PRICE
4042	Trash Container 35 GA	1	1		\$ -
4043	Recycling Container 10 YD	1	1		\$ -
TOTAL					\$ -

B.5 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

B.5.1 The District through its authorized Contracting Officers, reserves the right to make changes in quantities and any other alterations in the work in accordance with Article 15 of the Standard Contract Provisions for Supplies and Services as further detailed in **Exhibit E.1** of this RFP.

B.5.2 If the alteration or changes in quantities significantly change the character of the work to be performed under the Contract, the altered work will be authorized by a contract modification executed by the Contracting Officer.

B.6 ACKNOWLEDGEMENT OF REVIEW OF CONTRACT DOCUMENTS

B.6.1 Before submitting its proposal in response to the proposed Contract, the Offeror acknowledges that it reviewed the proposed contract and all exhibits/attachments and is required to bring all such inconsistencies and or questions to the attention of the Department so that the Department can address any inconsistencies and or questions by addendum to this solicitation. The Contractor acknowledges that any inconsistencies and or questions it identifies after submitting its proposal shall not be the basis for a change to the Contract terms and conditions.

B.6.2 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all contract documents, including all details, estimated staff scheduling plans, and has satisfied itself before executing the Contract as to all matters that can affect the work and its cost, including: (1) the prevailing wage; (2) financial capacity; (3) availability of personnel to appropriately staff services and or perform services; (4) familiarized itself with the risks and mitigation costs associated with providing the required Services; and (5) in general to have itself obtained all necessary information as to risk contingencies, and other circumstances which may influence or affect performance of the work. The Contractor waives all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the contract documents.

B.7 DESIGNATION OF SOLICITATION FOR THE OPEN MARKET

This procurement is an open market solicitation.

B.8 SUBCONTRACTNG REQUIREMENTS

An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. The proposed Contract resulting from this RFP will be a Firm-Fixed Contract and subcontracting plans will be required at time of Proposal Due Date. A Subcontracting Plan form is available as reference in **Attachment A.4**.

B.8.1 **Section H.9.1.3** exempts a SBE/CBE prime from the overall subcontracting requirement. However, should the SBE/CBE prime choose to subcontract, a subcontracting plan is required. For task orders in excess of \$250,000, the SBE/CBE prime will be required to self-perform 50% and then, if it subcontracts any of the remaining portion, 35% of that portion will need to be SBE (if no SBE, then CBE) subcontractors in accordance with **Section H.9**, as applicable. The Department will not accept nor pay any mark-up to subcontractor costs for providing services.

B.9 DEPARTMENT-DESIGNATED POINT OF CONTACT

The Department’s sole point of contact for matters related to this RFP (“Department’s POC”) is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with the Department’s POC about the Project or this RFP shall be sent in writing to:

Name: **KAREN J. ARAUJO**
Title: Senior Contract Specialist
Contracts and Procurement Division
3924 Minnesota Avenue NE, 5th Floor, Washington, DC 20019
Tel: (202) 545-3035 | Mobile: (202) 384-7744 | Email: karen.araujo@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department’s POC. The use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror’s point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **CITYWIDE WASTE COLLECTION AND DISPOSAL SERVICES, RFP NO. DCAM-24-NC-RFP-0003**.

SECTION C SPECIFICATIONS / WORK STATEMENT

C.1 SCOPE:

The Department will engage a Contractor with trash and recycling management experience to provide citywide solid waste (trash and recycling) collection and disposal services (“Services”) at various facilities (each a “Facility”) located throughout the District of Columbia, as well as three (3) collection points in the State of Maryland, requiring front-load, rear-load and roll-off containers. **Exhibit E.6, Service Facility Locations and Schedule** contains a list of the Department’s Facility locations for trash and recycling services, the address of each Facility, the number of containers currently at each Facility, frequency of Service for each Facility, and any special notes about the Facility.

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.

C.2 APPLICABLE DOCUMENTS

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

Item #	Document Type	Title	Version/ Date
1	DC Law	Zero Waste Omnibus Amendment Act of 2020. (D.C. Law 23-211; D.C. Official Code § 8-771.01 et seq.)	Most Recent
2	DC Law	Waste Management Modernization Amendment Act of 2014 (aka Sustainable Solid Waste Management Amendment Act of 2014) (D.C. Law 20-154; DC Official Code §§ 8-1031.03 and 8-1031.04	Most Recent
3	Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 21 DCMR, Chapter 21-7 Solid Waste Control Current regulations in 21-705 for solid waste and recyclables specifically in DCMR 21-2021 and 21-2022	Most Recent
4	U.S. Law	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	2003 Edition or Most Recent

		Quality Control Plan – 29 CFR Part 1926 Hazardous and Toxic Materials	
5	Executive Order	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	Most Recent
6	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste	Most Recent
7	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	Most Recent
8	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing	Most Recent
9	DC Legal Requirement	Mayor’s List of Recyclables and Compostables	Most Recent
10	DC Official Code	Solid Waste Collector Registration Guide § 8–1031.05. Collector obligations § 8–1031.06. Collector registration	Most Recent

C.3 DEFINITIONS

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

- C.3.1 Acceptance** – means an authorized representative of the District has inspected and agreed that the work meets all requirements of this Contract, to include documentation requirements.
- C.3.2 Applicable Laws** – means all applicable federal and local laws, statutes, codes, ordinances, rules, and regulations (whether existing now or subsequently passed, enacted, adopted, or amended, at any time, during the term of an award made hereunder).
- C.3.3 Approval** – means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, and planned utility interruptions) and has determined the documents conform to Contract or Contract requirements.
- C.3.4 Annually** – means Services to be performed one (1) time per contract term.
- C.3.5 Basic Routine Services** – are services that consist of the recurring contract requisites established by the statement of work and related general and administrative functions.
- C.3.6 Bi-Annually** – means Services to be performed two (2) times per contract term, preferably six months apart.

- C.3.7** **Bi-Weekly** – means Services to be performed one (1) time per every two-week period.
- C.3.8** **Contamination (Recycling)** – when non-recyclable items are mixed in with recyclables items.
- C.3.9** **Contract or Contracts** – is any Contract or Contracts awarded to a Contractor hereunder.
- C.3.10** **Contracting Officer (“CO”)** – Business communications liaison between the DGS and a Contractor. The CO ensures that the expectations of the agency are met. The CO is an employee responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and actions that fall outside of the standard business practices of its supporting Contractors and Sub-Contractors.
- C.3.11** **Contractor** – The individual, partnership, firm, company, corporation, or a combination thereof, including joint ventures, contracting with the DGS to the contract work. The Contractor is one party to the agreement.
- C.3.12** **Contractor Quality Control** – means a management approach aimed at ensuring deliverables meet the standards and guidelines set by the Government.
- C.3.13** **Contracting Officer’s Technical Representative (“COTR”)** – monitors all work under this Contract/Task Order.
- C.3.14** **Correction** – means the elimination of a defect.
- C.3.15** **Cost Reimbursement** – means a contract component where a Contractor is paid for pre-determined and allowed expenses up-to a set limit. For the purpose of this Contract, the Cost-reimbursement component is based on a fixed-price for direct labor hourly rates and the cost of materials provided for specific supplemental services prescribed hereunder.
- C.3.16** **Daily** – means Services to be performed, at a minimum, of one (1) time per day.
- C.3.17** **Deficiency** – means any part of a proposal from a Contractor or any work performed by a Contractor that fails to satisfy the District requirements.
- C.3.18** **Direct Cost** – means any costs incurred in the actual performance and execution of services (excluding profits and mark-ups).
- C.3.19** **District** – means all authorized District of Columbia Government agencies and their representatives having jurisdiction over any particular equipment, property, building, facility and or land.
- C.3.20** **District Furnished Property** – means any property in the possession of or directly acquired by the District and subsequently made available to the Contractor to use in the performance of the Contract. District furnished property shall be kept in good working order, free of damage outside general wear/tear in the performance of general operations.

- C.3.21 District Operated Property** – means all property occupied, leased, or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.22 District Owned Property** – means all property owned or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.23 District Quality Assurance** – means the various functions, including inspections, by the District to determine whether a Contractor has fulfilled the Contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for Contractor Quality Control.
- C.3.24 Emergency Service Call** – means a service call or other request for service placed outside of Normal Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Working Hours.
- C.3.25 Fiscal Year** – means performance period starting October 1 to September 30.
- C.3.26 Hazardous Materials** – means any waste, substances, radiation or materials (whether solids, liquids, or gases) that are hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.
- C.3.27 Holidays** – are the days observed by the District of Columbia Government.
- C.3.28 Inspections** – means a systemic practice of monitoring at regularly scheduled intervals inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR mandates. signage/markings in support of DCMR mandates.
- C.3.29 Key Personnel** – The Contractor’s personnel who has been identified and approved to perform the work will provide the required services under the supervision of the Contractor and the COTR.
- C.3.30 Monthly** – means Services to be performed one (1) time per month.
- C.3.31 Modification** – is a bilateral or unilateral change in the terms of the Contract.
- C.3.32 Normal Working Hours** – For the purpose of this Contract, Services shall be provided between the hours of 7:00 a.m. and 9:00 p.m. in accordance with the District Noise Regulation.
- C.3.33 Owner-Directed Allowance** – Funds allocated for potential Contract costs up to a set limit. For the purpose of this Contract, this allowance is to be used for approved Supplemental Services such as disposal costs for trailer services (roll-off and compactors), unforeseen emergency services, relocation of containers, purchase or repair of containers, etc. (as described in **Section B.3.3.1**), that the Contractor can invoice against when directed and authorized by the COTR (up to a dollar threshold not exceeding \$10,000) or authorized by the Department’s Contracting Officer for a dollar value exceeding \$10,000. For the

avoidance of confusion, the total cost of authorized Supplemental Services shall not exceed the value of the Owner-Directed Allowance.

- C.3.34 Preventive Maintenance (PM)** – means a program of maintenance activities performed on a fixed schedule, or on equipment runtimes, generally in accordance with manufacturers’ recommendations with the intent of keeping equipment in reliable operating condition and preventing deterioration.
- C.3.34 Property Group** – when this term is used in the context of any one particular Contractor, it shall specifically mean only the Property Group (or, if applicable, the Property Groups) awarded or subsequently assigned by DGS during the Contract Term to that particular Contractor.
- C.3.35 Property Sites** – Both this term and the term “sites” are used interchangeably throughout this Contract. When this term is used in the context of any one particular Contractor, it shall specifically mean only those Initial Property Sites initially awarded (and, if applicable, all Additional Property Sites subsequently assigned by DGS during the Contract Term) to that particular Contractor.
- C.3.36 Product Preference** – are products that are identified as "environmentally preferable," and bio-based will be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.
- C.3.37 Quality Assurance (QA)** – means any actions taken in order to ensure services meet Contract requirements.
- C.3.38 Quality Control Plan (QCP)** – is a document that describes the actions (measurements, inspections, quality checks or monitoring of process parameters) required at each phase of a process to assure the process outputs will conform to pre-determined requirements.
- C.3.38.1** QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor and should provide commentary on the continuous actions used by the Contractor to maintain employee performance so that the contract requirements are consistently met. This plan should include reports, records, and logs that contain information relative to the janitorial service of each building such as, but not limited to: service call logs, sign-in sheets, sign-out sheets, training reports, check-lists, service schedules, equipment recommendations, green product preferences, green cleaning plan, supply delivery schedule, strike contingency plan, exposure control plan, and pandemic plan, and etc. This information must be maintained in an automated data system such as Microsoft Word and/or Microsoft Excel spread sheet format. The QCP shall be prepared by the Contractor and provided to the CO and COTR as part of the offer package for review and acceptance by the District. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised,

the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and COTR for acceptance.

- C.3.39 Real-time** – means the actual time during which a process or event occurs. Relating to a system in which input data is processed, so that it is available virtually immediately for feedback.
- C.3.40 Recyclables** – materials designated as acceptable for recycling by the Mayor’s List of Recyclables (see **Exhibit E.9**)
- C.3.41 Reimbursable Repair** – is an act of restoring inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Such a repair usually involves some combination of labor and replacement parts, components, or materials.
- C.3.42 Response Time** – means the time period in which the Contractor, after initial notification by the District, is required to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required Work.
- (a) **Routine Service(s)**: Calls made during Occupant Work Hours, which are not considered urgent or emergency service calls and are considered standard service requirements, such as nonrecurring requests for emptying trash or recycling container(s) for special events as requested by the CO, and/or COTR.
 - (b) **Recovery Service(s)**: Collection service aimed to restore a missed routine service that should have happened according to schedule. Incomplete collection routes due to negligence or poor planning are not deemed as a recovered service. Such missed services will be subject to pay subtraction as a result of missed service.
 - (c) **Urgent Calls**: Service calls during Occupant Work Hours, which interrupt or otherwise adversely impact the District or building occupant operation.
 - (d) **After Hours Emergency**: Service calls that consist of correcting failures which constitute an immediate danger to personnel or property. Response time for “After Hours Emergency Calls” at other than “Occupant Work Hours” shall not exceed two (2) hours.
- C.3.43 Salesforce** – a cloud-based Customer Relationship Management (“CRM”) software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements (“SLAs”) and oversee city-wide facilities work order request, and monitor contractor’s costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.
- C.3.44 Sanitation** – is a measure that promotes cleanliness and pest-free surroundings.

- C.3.45** **Scale Ticket** – means a paper copy documenting disposal transaction. For the purposes of this Contract, the Contractor shall submit scale tickets for trailer services (roll-off and compactors) for reimbursement against the not-to-exceed Owner-Directed Allowance.
- C.3.46** **Scale Transaction Report (or “Tonnage Report”)** – is a supplemental report documenting all transactions at the designated transfer stations and/or disposal center.
- C.3.47** **Service Call** – means a response to a tenant or agency complaint, or a response to an observed deficiency on the performance of the Contract. Call response involves analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action. A Service Call can be either an Emergency or Non-Emergency Service Call.
- C.3.48** **Solid Waste (“Waste”)** – are discarded materials (abandoned, inherently waste-like, recycled in certain ways). For the purpose of this solicitation “waste” means trash and recyclable materials.
- C.3.49** **Specifications** – means the section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.
- C.3.50** **Supplemental Services** – means Services that are above standard, and are not covered in the firm-fixed price of the Contract.
- C.3.51** **Weekly** – means Services to be performed one (1) time per week.

C.4 BACKGROUND

DGS is responsible for managing the daily collection of trash and recyclables from approximately 364 DC government sites with building use types ranging from public education facilities to public health and safety facilities. Given the quantity of sites and criticality of providing timely, scheduled services without disruption, it is imperative for DGS to secure a waste management collector (registered with the Office of Waste Diversion (“OWD”) in the Department Public Works – see **Exhibit E.10**) with immediate access to a reliable fleet of collection vehicles, staff, technology, and an inventory of waste containers, in order to provide both trash and recycling hauling collections and disposal services to meet the specified RFP requirements.

C.5 REQUIREMENTS

The Contractor shall perform trash and recycling hauling services from properties identified and in accordance with **Exhibit E.6** *Service Facility Locations and Schedule*.

The Contractor shall secure temporary container inventory to warrant continuity of services after the contract award. Contractor will then have a maximum of 60 days from the contract award to order any new container inventory to meet contract requirements, if not readily available at the time of award. The Contractor shall ensure containers are compatible in all

aspects including, without limitation, dimensions and loading mechanisms with the collection vehicles that service the containers.

C.5.1 Service Standards

- C.5.1.1** The collection, transport, and disposal of DC Government trash and recycling (“waste”) is an essential activity managed by DGS. Failure to properly perform this function has a direct impact on Government operations, productivity, and the health and safety of the public. The Contractor is required to manage all aspects linked to the collection and disposal of trash and recyclable materials for the District of Columbia Government commercial properties. This includes, but is not limited to, planning, scheduling routes, monitoring, and reporting, collections from each service location in accordance with the *Service Facility Locations and Schedule* requirements provided in **Exhibit E.6**, as well as the proper disposal of all materials according to local and federal regulations. Standardized (proposed) routes shall be provided to COTR for both trash and recycling collection services twelve days (12) days of contract award.
- C.5.1.1.1** Contractor shall distribute service routes in two (2) shifts per day. Morning service route should start at 7:00 a.m. in accordance with DC Noise Regulations. Second shift should start at 3:00 p.m. Second shift shall end no later than 9:00 p.m. in accordance with DC Noise Regulation. Please refer to the *Service Facility Locations and Schedule (Exhibit E.6)* for suggested breakdown.
- C.5.1.1.2** All service routes are subject to change and approval by DGS. DGS reserves the right to request adjustments to route sequencing. Under no circumstance shall the number of service stops shall exceed 35 stops per day/per vehicle. Haulers should take into consideration transfer station operating hours to ensure daily routes collection are completed on time/on schedule.
- C.5.1.2** The Contract shall not co-mingled trash and recyclable materials on the same truck at the time of collection. The Contractor shall empty all trash and recycling containers from each location and return the containers to their original positions. The Contractor shall collect trash and recyclables so as not to allow spilling of trash or recyclables on private or public property. The Contractor shall pick-up any trash overflow outside the container at the time of scheduled pick-ups at no additional cost to the District. If the vehicle or staff member is unable to immediately service overflow, then the Contractor shall make accommodations for another vehicle to visit the site the same day and ensure the waste enclosure or designated collection area is free of any overflow. If the amount of trash or recyclables generated by the site is more than what can fit within the container, it is the Contractor’s responsibility to document the most recent completed service. Evidence of completed service shall include, but not limited to day-stamped photo evidence, GPS, and routing to document it was completed on time, and that the collection of overflows is not due to a missed pickup. The Contractor shall collect, transport, and deliver all trash and recyclables to one of the local trash transfer station(s) or material processing facilities for disposal purposes as indicated in **Section C.5.3, Trash and Recycling Disposal**. Under no circumstances will DGS allow collection vehicles to drive-by a site without documenting service stop (with an electronically generated date/time stamp photo evidence). DGS will

not accept photo evidence missing date/time record, handwritten date/time, non-descriptive, nor outdated photos as proof of missed service.

- C.5.1.3** The Contractor shall comply with all federal laws and laws of the District, applying to the storage, collection, transport and disposal of trash and recyclables. The Contractor shall obtain and maintain all licensure requirements of each applicable jurisdiction.
- C.5.1.4** The Contractor shall remove all trash and recyclables according to the contract schedules. If the Contractor fails to complete a service, the Government has the right to have the materials removed and charge the Contractor any costs incurred.
- C.5.1.5** The Contractor shall notify DGS in writing, if there are any scheduling delays/changes, if they are unable to pick up any material type at a particular location, or if comments/complaints are received from a particular location or members of the general public. These notifications shall be in real or close-to-real time to allow the District the opportunity to alert impacted sites. **All recovery services efforts shall be communicated to DGS as missed services will be deemed recovery services. Failure to report might result in loss of revenue for the Contractor.**
- C.5.1.6** The Contractor shall identify and tag any contaminated materials for disposal as trash. Under no circumstances shall the Contractor fail to leave a completed and affixed Notification Tag for refuse.
- C.5.1.7** The Contractor's trucks shall be equipped with fleet management technology, within sixty (60) days of contract award, that will provide DC government ability to oversee general vehicle operation and route information.
- C.5.1.8** The Contractor shall adopt the DGS service verification platform (Salesforce) and its web-based asset tracking GPS software with integrated collection data management software within thirty (30) days of contract award.

C.5.2 Schedule

C.5.2.1 Routine, Seasonal Schedule, and Special Pickups

- C.5.2.1.1** The Contractor shall schedule routine pickup services in accordance with the service requirements provided on **Exhibit E.6, Service Facility Locations and Schedule**. There are several locations that require Saturday, Sunday, or Federal holiday service also as indicated on **Exhibit E.6**.
- C.5.2.1.2** The Contractor shall provide seasonal and special collection pickups on as-needed-basis as requested by COTR. The seasonal schedule will apply to increases or decreases in the level of services linked to school mobilization activities, start of summer programs (schools and recreation center openings/closing). These services will be provided at the applicable firm-fixed unit rates.

C.5.2.1.3 Several facilities under this Contract may have special site requirements such as reduced truck height clearance and egress issues, electronic gated entrances, or restricted access, service logs for service verification, storage area of trash chute carts (provided by Government), as well as day(s) and time of service. Some examples of this can be found at the Metropolitan Police Department (“MPD”) Headquarters, located at 300 Indiana Avenue, NW, and DC Jail located at 1901 D Street, SE. The COTR will notify the Contractor of these facilities within ten (10) days of contract award.

C.5.2.1.4 Contractor shall plan to service or subcontract services for collections sites outside the District (i.e. the Capital Guardian Youth Challenge Academy (“CGYCA”), the Department of Youth Rehabilitation New Beginnings Youth Center both in Laurel, Maryland, as well as the Department of Parks and Recreation (“DPR”) Camp Riverview in Scotland, Maryland). Please review **Exhibit E.6** for a full list of trash and recycling sites.

C.5.2.2 On-Call Services

C.5.2.2.1 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 roll off, lift-gate or special bulk-collections truck.

C.5.2.2.2 All on-call services containers shall be priced at a firm-fixed unit rate. All on-call services shall be billed as Supplemental Services against the not-to-exceed Owner-Directed Allowance. Disposal cost associated with all large capacity containers (i.e. compactors and roll offs) shall be billed as Supplemental Services against the Owner-Directed Allowance with ***no mark up***. Original scale ticket clearly identifying service site, date of service, work order number, and associated tonnage will serve as proof of service and shall accompany payment request. **For the avoidance of doubt and notwithstanding to the contrary, the District will not reimburse the Contractor for disposal costs on trailer services (roll-off and compactors) if the Contractor does not provide the required original scale ticket.**

C.5.2.2.3 For containers on an-as-needed basis, DGS will provide Contractor advance notice with instructions for placement and termination of the service, type of commodity to haul, and at times, instructions to where to take for disposal. All on-call open-top roll off units shall be in good working order containing operational hardware to allow access to the unit’s interior for loading. There is no color requirements for this type of units.

C.5.3 Trash and Recycling Disposal

C.5.3.1 The Contractor will be required to establish a disposal account at a local transfer station and material recovery facility for disposal of all trash and recyclables in accordance with the DC Regulations. Evidence of accounts shall be provided within 30-days of contract award. Contractor shall be prepared to pay disposal fees to the local transfer station and/or material recovery facility at time of service.

C.5.3.1.1 Local or regional transfer stations shall include, but not be limited to, the DC Fort Totten and Benning Road Transfer stations, WM Northeast, Federal IPC/W Street, Recycle One, Georgetown Paperstock, Smith & Sons, or others within a reasonable distance.

C.5.3.2 Front and Rear Load Services

C.5.3.2.1 The Contractor is responsible for services and disposal costs under this Contract at no additional cost to the District. To this end, it is understood by the District and the Contractor that all disposal costs or contract line-item numbers (“CLINs”) for front and rear load services under this Contract are included in the firm-fixed service rate.

C.5.3.2.2 If excess material is collected because of non-collection from a site on its regularly scheduled routine service day (recovered load), the Contractor will be responsible for the disposal fees incurred.

C.5.3.3 Roll-Off Services

Disposal costs incurred during the service of roll-off dumpsters and compactor units, should not be included in firm-fixed service rate, as these disposal costs are considered a cost reimbursable service. Contractor will be reimbursed, in accordance with the cost indicated on the weight scale tickets, with no additional mark-up to the cost of disposal indicated on the ticket.

C.5.3.4 Contractors are to secure all scale tickets and disposal reports from the applicable disposal facilities at the time of service and disposal. All evidence shall be organized in a logical and clear way and uploaded on a weekly basis in electronic form for DGS review.

C.5.3.4.1 Scale tickets from front and rear load service routes shall include, at minimum, the date and time of disposal, location name and address of disposal, material type, total weight (including net, tare, and gross weight tonnages), and truck number. Scale tickets shall be presented to COTR in a way in which disposal tonnages are easily connected to the route from which they are collected. Contractor shall provide, in a timely manner, any feedback provided from disposal facilities, such as feedback regarding contaminated recycling collections.

C.5.3.4.2 Scale tickets from roll off services shall include, at minimum, the date and time of disposal, location name and address of disposal, total weight (including net, tare, and gross weight tonnages), and truck number. Scale tickets shall be presented to COTR in a way in which disposal tonnages are easily connected to the service location in which the container was collected. Contractor shall provide, in a timely manner, all paperwork provided by the disposal facility, such as contaminated recycling collections feedback, contaminated percentages or similar. COTR may request that a specific disposal facility be used for some roll-off services.

C.5.4 Contamination (Recycling)

- C.5.4.1** Contractor shall track all recycling loads entering a recycling processing facility. Contractor shall report any contaminated loads (routes) within 48 hours of the determination. Failure to do so could result in loss of any cost reimbursement fees due to penalties or surge charges. Copy of the recycling processing facility scale ticket or trash transfer station shall be provided as supporting documentation for determination.
- C.5.4.2** The Contractor shall train company personnel to identify and tag recycling contaminated materials. Contaminated materials shall be photographed, and container tagged, both electronically and with a visual/graphic removable sticker for disposal as “trash”. Under no circumstances shall the Contractor fail to: (1) tag location as contaminated on electronic or paper route log; (2) photograph materials (before & after); (3) affix removable contaminated sticker for modified collection; (4) collect recyclables tagged as “contaminated” on a truck containing an uncontaminated load (commingling with clean recyclables); and (5) leave a Notification Tag (sticker) on a completed serviced. Contractor is responsible for communicating contamination thresholds to all drivers and helpers.
- C.5.4.3** The Contractor’s failure to leave a completed “Notification Tag” as required herein will be counted against the Contractor as a missed collection. The COTR will make the final determination as to whether the uncollected recyclables were improperly prepared or set out, or otherwise non-compliant.
- C.5.4.4** When the Contractor encounters improperly prepared or otherwise not compliant collections the Contractor shall abide by to the following procedures:
- (a) Contractor shall not collect any prohibited, improperly prepared/set-out, or non-compliant recyclable materials (See **Section C.5.4.2**);
 - (b) Contractor must complete (clear & legible) alert tag explaining the reason why materials were not collected;
 - (c) Contractor representative is to securely affix the completed tag to each uncollected unit;
 - (d) Contractor shall notify the COTR within a two (2) hour window of each non-collection due to contamination, prohibited materials, improper preparation/set out, or non-compliance;
 - (e) Contractor and COTR shall determine and agree to next steps to resolve the non-collection; and
 - (f) The District reserves the right to apply a disincentive fee associated with Contractor’s proven deficiencies as described in **Section C.5.11**.

C.5.5 Containers

The Contractor shall provide the number and type of trash and recycling containers required to successfully perform the required Services identified in **Exhibit E.6 Service Facility Locations and Schedule**, except for those identified as provided by Government. The

Contractor shall deliver the required containers to each location within thirty (30) days from the contract award date, or no later than start date of contract, and in accordance with the contractor's transition plan. The Contractor shall ensure that the containers are compatible in all respects including, without limitation, dimensions and loading mechanisms with the collection vehicles that service the containers. All dumpsters shall be new or refurbished to near new conditions. Each container should have a container ID number visible to all users to identify unit placement and location to be serviced. A complete inventory list shall be provided to COTR upon deployment completion. The containers will remain the property and responsibility of the Contractor **with the exception of those provided by Government**. The District reserves the right to install waste monitoring sensors on or within containers, upon notification and coordination with Contractor.

Note: VIP containers are District-owned.

C.5.5.1 Markings

On the front of each container, the Contractor shall place permanent stickers to indicate the following information: type of acceptable material (trash or recyclables) to be collected in the container, company name, company telephone number, and container ID number and size of container. All recycling collection containers shall also include stickers indicating a list of the acceptable items for recycling collection and the standard recycling symbol.

C.5.5.2 Maintenance, Repair and Replacement

C.5.5.2.1 During the transition phase, a complete building assessment and unit inventory will be conducted to ensure delivery of the required inventory is delivered on time/on schedule. A copy of the complete assessment shall be provided to the COTR and Project team representatives. Any proposed changes to equipment shall be provided to the COTR for approval. Changes to this list will require contract modification. Assessment shall include the following information:

- (a) Unit type;
- (b) Unit size;
- (c) Unit fabrication ID number;
- (d) Manufacturer;
- (e) Description/Model/Configuration (i.e. color, model, slanted lid, slider side doors, et al.);
- (f) Location;
- (g) Tenant agency serviced;
- (h) Unit cost;
- (i) Installation date;
- (j) Preventive maintenance schedule;
- (k) Sanitation service;
- (l) Maintenance/repair service; and
- (m) Replacement date.

C.5.5.2.2 Preventive Maintenance

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 Salesforce.

- (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.5.5.2.2.1 Response Time Tier

1. **Emergency** – an emergency constitutes an issue that presents an immediate health and safety risk. Acknowledgement by email is required within fifteen (15) minutes of DC Government notification. Temporary measures might be required. Services are to be completed within two (2) hours of notification.
2. **High priority** – an issue that might potentially escalate impacting health and safety. Acknowledgement by email is required within the fifteen (15) minutes of DC Government notification. Services are to be completed within ten (10) business days (excluding holidays).
3. **Routine** – this is associated with normal operations. Acknowledgement by email is required within 24-hours. Services are to be completed within twenty (20) business days (excluding holidays).

Note: All actions require before and after photographs.

C.5.5.2.3 The Contractor shall ensure that it maintains all containers free of dirt, debris, and sticky substances at all times. The Contractor shall repair or replace containers as necessary to ensure each location maintains the required type and number of containers. The Contractor shall conduct regular inspection of containers to ensure compliance with the terms and conditions of the contract. Contractor shall develop a schedule identifying when equipment will be taken-out of service for inspection, maintenance, and audit purposes. When such inspections take place, equipment shall be replaced by a similar unit to prevent any disruptions in service. Copies of the monthly inspections and maintenance schedules shall be uploaded in Salesforce no later than the 5th of the month.

C.5.5.2.4 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.5.5.2.5 The Contractor shall make changes in the size of containers at a location within five (5) business days of receiving notice from the CO.

C.5.5.2.6 The Contractor shall acknowledge containers repair upon request within three (3) business days of receiving notice from the COTR. Work order shall be completed within fourteen (14) days of receipt. Before and after photos with full description of the work shall be provided for follow-up inspection.

C.5.5.3 Specifications

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

C.5.5.4 Hauling Containers

C.5.5.4.1 There is no color-coding requirement for trash or recycling containers under this Contract.

C.5.5.4.2 DGS requires the provision of various types, confirmations, and sizes of waste hauling containers for its trash and recycling collection programs. A full description of these containers can be found in this **Section C.5.5.4**. Contractor is expected to provide a firm-fixed unit rate per type regardless of the required container configuration.

C.5.5.4.3 DGS reserves the right to determine type, dumpster configuration required at particular service locations (e.g. front loading can vs side loading can; cart vs dumpster), and ability for DGS to install waste metering sensors in containers.

C.5.5.4.4 The Contractor shall ensure that front and rear end loading containers, self-contained compactors, open top containers or similar, conform to the following specifications:

- (a) Are uniform in color and include non-fading pigment with a Pigment Volume Concentration (PVC) of at a minimum of 1%.
- (b) Be constructed of continuously welded steel with all welds and edges ground smooth.
- (c) Have adequate reinforcement, stiffening, and protection at points of high stress and wear.
- (d) Hold liquids without leaking and be equipped with a drain plug at the bottom on one end.
- (e) Have heavy duty skids or rollers or other devices to keep the bottom of the container off the ground and reduce wear when the container is moved.
- (f) Include a locking mechanism. The locking mechanism shall be a bar secured gravity-controlled unit that can accommodate government furnished padlocks; padlocks on side-feed sliders, where applicable; and in some cases, welded side-feed doors to control access and reduce illegal dumping risk.

- (g) All containers shall list in one easily readable location on the container, detailing proper use of the container.
- (h) Have tight-fitting doors or lids which shall meet the following specifications:
 - 1. Be attached by means of heavy-duty hinges;
 - 2. Be equipped with counterbalance springs wherever necessary to prevent destructive or dangerous overweighing;
 - 3. Be reinforced to prevent bending and warping; and
 - 4. Completely seal the container to prevent rodents, insects, and other pests from entering.
- (i) The Contractor shall ensure that trash containers at each location include other markings and dumpster wrap to advertise/promote trash and recycling collections in high traffic areas might be required. All containers shall list in one easily readable location on the container, detailing proper use of the container.
- (j) Other markings and dumpster wrap to advertise/promote trash and recycling collections in high traffic areas might be required.

C.5.5.5 Cubic Yard Front End/Rear End Loading

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

- (a) Be designed with side pockets to enable the container to be lifted by a hydraulic dumping unit and deposited in the hopper of a standard front-end/rear end loading garbage packer truck.
- (b) Be stationary or it may have wheels; wheeled containers shall be sufficiently immobile to remain stationary in case of incidental contact.
- (c) Materials except for lids, shall be constructed from steel, and shall be capable of holding a full two (2), four (4), six (6), or eight (8) cubic yards, respectively, of material with lids completely closed without bulging, splitting of seams, damage to doors, wheels or casters, or other damage of any kind.
- (d) Wheels and Casters, if any, must have self-lubricating bearings, shall be attached to heavy-duty casters, and must be able to withstand the wear and tear of nominal container usage.
- (e) Container lids shall be permanently attached on one side with hinges, so that the container dumping operation can be performed without interference between the lid and the waste material as it falls into the hopper. When closed, the lid shall completely cover the inside of the container. Lids may be made of galvanized steel or of

polyethylene with a recycled content of at least 25%. Closed lids must be secure enough to remain closed under windy conditions or from disturbance by foraging animals.

- (f) On the front of the container, the Contractor shall place permanent stickers with a height between 2 and 4 inches to denote the type of material to be collected (TRASH) or (RECYCLING), as applicable, container ID number, company name, and company telephone number.
- (g) Container ID Number. All service transactions will use this container ID # to track services. Number will need to be referenced for all scale transactions.
- (h) All trash and recycling containers shall include a locking mechanism. The locking mechanism shall be a bar secured gravity-controlled unit that can accommodate government furnished padlocks; padlocks on side-feed sliders, where applicable; and in some cases, welded side-feed doors to control access and reduce illegal dumping risk. On a case-by-case basis, Contractor might be asked to provide chain and code lock for containers that cannot be retrofitted to prevent unauthorized access.
- (i) The Contract shall provide a variety of shapes/designs of containers to accommodate collections on sites with different space and service constraints.
- (j) Recycling front-load dumpsters shall be slant boxes unless otherwise authorized by COTR.

C.5.5.6 Ninety-six (96) Gallon Carts

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

- (a) Carts should have wheels and a handle so that they are easily maneuverable and can be pushed and pulled with minimal effort.
- (b) Each cart shall have a permanently attached lid and shall be designed to be lifted by a hydraulic dumping unit so that its content is deposited in the hopper of a standard rear-loading packer truck.
- (c) Capacity: Each container must have a capacity of no less than 96 gallons with the lid in the normal closed position and shall be capable of accommodating a working load of 300 pounds exclusive of the weight of the container.
- (d) Dimensions: The outside overall dimensions of the completely assembled container shall not exceed a height of 48 inches, a width of 31 inches, or a depth of 33 inches.
- (e) Weight: The weight of the complete container when empty shall be approximately 45 pounds.

- (f) Materials: The container shall be constructed of durable polyethylene with a recycled content of at least 25% which minimally meets National Sanitation Foundation Standard No. 21 and shall have an average wall thickness of 0.1 inch.
- (g) Wheels: Wheels shall have semi-pneumatic rubber tires and self-lubricating bearings. The axle shall be constructed of solid steel with a minimum diameter of 5/8" or similar.
- (h) Lid: The lid, when closed, shall have a convex shape, which continuously laps over all the outside edges of the container body. The lid shall be permanently attached with a hinge and shall be designed so that the container dumping operation can be performed by a hydraulic dumping unit without interference between the lid and the waste material. The container shall be designed to be lifted so that its contents are deposited in the hopper of a standard rear-loading garbage packer truck. Through the use of a latch or other means, the lid must stay securely closed under windy conditions or when the container falls over and must withstand foraging animals.
- (i) Handle: Each container shall have a handle with a minimum width of 12 inches. No sharp plastic or metal edges shall come in contact with hands when using the handle in a normal position.
- (j) Hardware: To prevent rusting, all hardware used on any portion of the container shall be stainless steel, zinc-plated steel, cadmium-plated steel, or galvanized steel. The container when empty shall be capable of maintaining an upright position by withstanding winds of at least 15 mph from any direction.

C.5.5.7 Roll-Off Containers, Non-Compacting (Open Top Containers)

The Contractor shall provide and/or service, as applicable, non-compacting roll-off containers with the capacity of ten (10), twenty (20), thirty (30), and forty (40) cubic yards. The Contractor shall ensure the non-compacting roll-off containers meet the following specifications:

- (a) Be stationary and capable of being hauled by a standard tilt frame roll-off truck.
- (b) Be open top with ability to utilize some form of lid or covering as needed.
- (c) Not be attached to any compacting unit.
- (d) Be constructed from steel and capable of holding a full ten (10), twenty (20), thirty (30) or forty (40) cubic yards of materials without bulging, splitting of seams, damaging container doors, or any other damage of any kind.
- (e) Container ID Number. All service transactions will use this container ID # to track services. Number will need to be referenced for all scale transactions.

C.5.5.8 Roll-Off Containers, Compacting

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

- (a) Be stationary and capable of being hauled by a standard tilt frame roll-off truck.
- (b) Be open top or have some form of lid or covering.
- (c) Include some form of mechanical compactor, either attached as part of the container assembly or as an independent unit that may be disconnected from the container for container transport. The Contractor shall ensure compactors have a pressure gauge.
- (d) Be constructed from steel and capable of holding a level full fifteen (15), twenty (20), thirty (30), thirty-four (34), or forty (40) cubic yards, respectively of material without bulging, splitting of seams, damage to doors, or other damage of any kind.
- (e) Container ID Number. All service transactions will use this container ID # to track services. Number will need to be referenced for all scale transactions.

C.5.6.4 Compactor

C.5.6.4.1 The Contractor shall provide or service, as applicable, compactors at the locations identified in **Exhibit E.6**. The compactors may be permanently secured to containers as one (1) unit or detachable from the actual container. In both cases, the Contractor shall inspect each site to determine what type of equipment is required to complete the collection service. The compactors provided by Contractor shall have a pressure gauge.

C.5.6.4.2 The compactor system must meet manufacturers specifications, all OSHA safety requirements, and any local safety ordinances. Each compactor should be inspected for proper operation and safety once each quarter by the contractor's qualified mechanic.

C.5.6.4.3 DGS retain the right to monitor the operations of all compactor equipment using hydraulic pressure gauges or computerized monitoring equipment.

C.5.6 Vehicles and Equipment

C.5.6.1 Collection Vehicles

C.5.6.1.1 The Contractor shall have the necessary vehicles to perform deliverables at the time of Contract award.

C.5.6.1.2 The Contractor shall provide the number and service type of collection vehicles, 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 identified in **Exhibit E.6**. The Contractor shall confirm the following information for each collection vehicle within ten (10) days of contract award:

Truck #	Make/ Model/ Year	VIN Number	Vehicle Type	Service Type	Capacity (cubic yards.)	Tag	Group Assignment

C.5.6.1.3 The Contractor shall ensure that each vehicle is licensed and registered in accordance with District regulations. The Contractor shall provide the license information for review upon request by the District. Nonconforming vehicles will be reported to the Department of Licensing and Consumer Protection (“DLCP”). **Applicable fines will be the sole responsibility of the Contractor.**

C.5.6.1.4 The Contractor shall ensure that all collection vehicles have the capacity to communicate in real time with the Contractor’s operation’s staff and COTR.

C.5.6.1.5 The Contractor shall plan, schedule routes, and coordinate collections from each service location in accordance with the Service Schedule requirements provided in **Exhibit E.6**. Standardized (proposed) routes shall be provided to COTR for both trash and recycling collection services twelve days (12) days of contract award. All service routes are subject to change and approval by DGS. DGS reserved the right to request adjustments to route sequencing.

C.5.6.1.6 All service routes shall fall between the hours of 7:00 a.m. and 9:00 p.m. in accordance with the District Noise Regulation.

C.5.6.2 Maintenance, Repair and Replacement

C.5.6.2.1 The Contractor shall ensure that vehicles are properly maintained and clean, constructed and operated to prevent spillage, and equipped with a dumping mechanism. The Contractor shall repair and replace vehicles as required to ensure the availability of the number of vehicles to successfully perform the required services.

C.5.6.2.2 Contractor shall identify helper trucks in case of break-downs. Information on those vehicles needs to be provided to COTR within ten (10) days of contract award.

C.5.6.3 Service Verification Technology

C.5.6.3.1 The Contractor shall furnish, install, and maintain tablets in each collection vehicle. Tablets shall be cell enabled and the vendor shall carry cellular service for the duration of the agreement. The Contractor shall facilitate the installation of an additional owner-furnished Automatic Vehicle Location/Global Positioning (“AVL/GPS”) system.

C.5.6.3.2 The Contractor shall use the DGS service verification platform (Salesforce) and its web-based asset tracking GPS software with integrated collection data management software.

Software will be able to track date and time of service transaction using GPS coordinates of the container(s) to capture daily real-time service transactions.

C.5.6.3.3 On-Board Scale Technology. Each vehicle registered under this Contract shall be outfitted with on-board scale technology to measure and record weights of front and rear-load dumpsters and carts at each location. Technology must include data management software, to record the weights of each container. Contractor must follow and perform all maintenance services required to maintain accuracy of scale readings. Technology should be designed so as not disrupt Driver or alter time necessary to service containers. The District reserves the right to inspect vehicle maintenance logs or test the accuracy of the scale technology at any time to ensure accuracy of data recorded.

C.5.7 Owner-Directed Allowance for Supplemental Services

C.5.7.1 The District anticipates that the Contractor will incur costs in performing supplemental services (outside of the routine service schedule) that are not included in the firm-fixed unit rates. Therefore, the District has set an Owner-Directed Allowance (“Allowance”) up to a not-to-exceed ceiling for the base and each option period (specified in **Section B.3.3.1**) for predetermined Supplemental Services described in **Section B.3.3.1**. The Allowance is based on pre-approved Supplemental Services, such as disposal costs for trailer services (roll-off and compactors), unforeseen emergency services, relocation of containers, purchase or repair of containers, on-call disposal or supplemental hauling services, etc., that the Contractor can invoice against when directed and authorized by the COTR (up to a dollar threshold not exceeding \$10,000) and with a purchase order in place; or authorized by the Department’s Contracting Officer for a dollar value exceeding \$10,000 and with a purchase order in place.

C.5.7.2 Disposal Costs for Trailer Services (roll-off and compactors)

Routine scheduled services for trailer services (roll-off and compactors) as described in **Exhibit E.6 (Service Facility Locations and Schedule)** shall be paid in accordance with the Contractor’s firm-fixed unit rates (**Exhibit E.4**). Because disposal costs for trailer services are not included in the Contractor’s firm-fixed unit rates, the Contractor shall be reimbursed for disposal costs on routine trailer services as a supplemental service. Contractor will be able to invoice against the Allowance only when the original (trash and recycling) scale ticket from the transfer station or processing center is submitted to the COTR. The Contractor will not be paid for disposal costs without proof of a scale ticket. The proof of the scale ticket must be clear and legible. The District will not accept scale tickets that are damaged or unreadable.

C.5.7.3 For the purpose of this Contract, the pricing mechanism for supplemental services will include:

1. **Time-and-Materials** based on hourly labor rates for the labor categories identified below in accordance with the U.S. Department of Labor Wage Determination (**Exhibit E.2**), 23000 – Mechanics and Maintenance and Repair Occupations: (applicable licensing and certifications are required)

- a. Machinery Maintenance Mechanic (23530)
- b. Machinist, Maintenance (23550)
- c. Maintenance Trades Helper (23580)
- d. Painter, Maintenance (23760)
- e. Sheet – Metal Worker, Maintenance (23890)
- f. Welder, Combination, Maintenance (23960)
 - i. Certification issued through the American Welding Society (AWS)

2. Flat Rate

- a. Container Relocation at DC and MD locations
- b. Container Replacement Fee for 96GA, 2YD, 3YD, 4YD, 6YD, 8YD

3. Firm-Fixed Unit Rate for Additional Containers

- a. Trash Container 35 GA
- b. Recycling Container 10YD

C.5.7.4 The Contractor shall not perform supplemental services without the approval and authorization of the COTR or the CO. The only exception to this rule is disposal costs for **routine** trailer services (roll-off and compactors) that are identified in the Service Facility Locations and Schedule (**Exhibit E.6**). Any supplemental services performed without authorization shall be at the sole risk of the contractor.

C.5.8 Key Personnel and Staff

C.5.8.1 Key Personnel

C.5.8.1.1 The Contractor shall provide the COTR with a single point of contact to serve as Project Manager (“Project Manager”) to plan, direct, oversee daily collections and route activities, and driver(s) performance, to address complaints and non-compliance issues raised by the COTR. The Contractor’s Project Manager shall be available 24-hours a day, seven (7) days a week, including weekends and holidays. The Project Manager shall respond to the COTR and/or the COTR’s designated representative within one (1) hour of complaint by phone or email. The Contractor shall remedy or provide a planned solution to all complaints within 24-hours.

C.5.8.1.2 The Contractor shall provide the COTR with at least one point of contact to serve as a Route/Operations Manager to monitor routes and make route adjustments, as requested by the COTR.

C.5.8.1.3 The Contractor shall assign a Dispatcher to serve as primary point of contact for daily route monitoring and adjustments. Dispatcher should be available during regularly scheduled business hours and should respond to inquiries within one (1) hour by phone or email.

C.5.8.1.4 The Contractor shall provide the COTR with at least two (2) support staffers to be trained by DGS on the Salesforce platform. Individuals trained in Salesforce will work with COTR, DGS Program Analysis, and applicable personnel to track work orders assigned by DGS

to the Contractor for resolution including but not limited to, providing dispatch routing records, service delivery records for DGS data analytics, monthly reports or other. Personnel should be available during regularly scheduled business hours and should respond to inquiries within one (1) hour by phone or email.

C.5.8.1.5 The Contractor shall provide the COTR with at least one (1) point of contact to serve as the Senior Accountant. Senior Accountant should be available during regularly scheduled business hours and should respond to inquiries within one (1) hour by phone or email.

C.5.8.1.6 There shall be no additional cost to the District for key personnel. The District does not require the Contractor to hire additional personnel for this Contract. The expectation is that key personnel listed in **Section C.5.8** is part of the contractor's team and its firm-fixed pricing.

C.5.8.2 Key Personnel Minimum Qualifications and Experience

- a. **Project Manager:** Shall maintain overall responsibility for the successful completion of all Services. Shall have a minimum of fifteen (15) years' experience managing the delivery of waste hauling services similar in nature, scope, and complexity as the services described herein, and demonstrate expertise in delivering waste hauling services.
- b. **Route/Operations Manager:** Shall serve as COTR's primary point of contact for daily operations and requests. The Route/Operations Manager shall have a minimum of ten (10) years' experience in managing the delivery of waste hauling services similar in nature, scope, and complexity as the services described herein, and demonstrate expertise in delivering waste hauling services.
- c. **Administrator:** Shall have a minimum of two (2) years of experience processing and managing waste hauling data, including site-specific notes, addresses, points of contacts, missed services, and waste disposal data.
- d. **Senior Accountant:** Shall have a minimum of five (5) years of relevant waste management-experience preparing financial reports, performing account reconciliations, maintaining the general ledger, assisting with audit preparations, and performing other accounting duties as assigned.
- e. **Dispatcher:** Shall serve as the COTR's primary point of contact for daily route monitoring and adjustments. This person shall have a minimum of two (2) years' experience of dispatching for waste hauling services similar in nature, scope and complexity as the Services described herein, and possess strong communication and time-management skills.
- f. **Drivers:** Each driver assigned to this Contract shall have a minimum of three (3) years of experience providing waste hauling services similar in nature, scope, and complexity as the Services described herein. Provide photocopies of all commercial driver's licenses proposed for use on the contract.

- g. **Fleet Manager:** Shall have at least two (2) years' experience managing fleet maintenance and repairs for a fleet of waste hauling vehicles.
- h. **Container Manager:** Shall have at least two (2) years' experience managing waste container maintenance and repairs for a similar quantity of containers.

C.5.8.2 Staff

C.5.8.2.1 The Contractor shall provide adequate staff, management, and supervision to successfully provide the required services. The Contractor shall at a minimum perform or provide the following:

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

C.5.8.2.2 Contractor's employees shall wear proper uniforms and carry identification, supplied by the Contractor, at all times.

C.5.8.2.3 Contractor's employees performing work as part of this Contract shall be trained in the importance of waste management. Drivers shall be trained 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. 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 always: 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. Failure to report missed service, damage to public and/or private property could result in disincentive fees.

C.5.9 Monthly Reporting

C.5.9.1 The Contractor shall provide reports including trash weights in such a fashion that will allow the District to ascertain how Facilities are performing on a monthly basis in support of diversion rates set forth by the District of Columbia Zero Waste Omnibus Amendment Act of 2020. Reports as well as invoices are to be submitted in electronic form to a share drive set up by the COTR.

C.5.9.2

The Contractor shall report actual net tons recorded at the point-of-entry/scale at the trash transfer station. The Contractor shall submit the following reports:

- (a) **Daily Report:** The Contractor shall submit daily reports by 9:30 AM each day of the week. The reports shall feature the quantity of sites on each route for the previous day, if any sites were missed during the previous day and a description of conditions causing the missed service.
- (b) **Collection Report:** On the 5th of each month, submit a report on the number of trash and recycling collections by location consistent with the order shown on **Exhibit E.6**, as well as original disposal records for all combined commercial routes, original scale tickets, and applicable large capacity on-call services. As part of reporting activities, Contractor is to provide the COTR with electronic access to real-time or end-of the day information collected from each container including date and time, container ID Number, container location, weights and/or quantity of items collected per site/route.

(i) The Contractor's Collection Report should include at a minimum the following:

1. Customer Name;
2. Service Address;
3. Customer Account Number;
4. Cart or dumpster ID Number;
5. Size of containers
6. Number of containers
7. Barcode Number;
8. Route Number;
9. Truck ID Number;
10. Pull type;
11. Total number of pulls (Cubic Yards) – actual with route weight tickets (identifying vehicle number), compactor and roll off weight tickets for all applicable sites;
12. Collection schedule (days/week);
13. Unit Price;
14. Per site weight –scale or estimated per truck/per route;
15. Clear and legible weight tickets with service delivery time stamp;
16. Itemized transaction, including fixed per pull pricing for all entries;
17. Report should be submitted in electronic form.

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

C.5.9.3

Invoices will be processed for payment only when reports listed above are submitted for the corresponding month's invoice. Final reporting format and its components will be finalized within 10-day of contract award.

C.5.9.4

Contractor will receive payment for each service completed according to schedule in **Exhibit E.6**. Contractor must forego all payments for Missed Services reported and/or confirmed by route management and technology. Contractor can receive payment for a

Missed Service, if notification is given the same day as the missed service and if a Recovered Service is completed within 24-hours of the Missed Service, unless the next regularly scheduled service day is within 24-hours of the Missed Service.

C.5.10 Entry Plan

C.5.10.1 Contractor shall draft an Entry Plan to guide the transition to the Contractor's operations from the current vendor as applicable. Plan shall consider a 90-day transition period between contracts. Plan shall identify issues, risks, project team and roles, administrative activities, communications plan, and logistics. The objective of the Entry Plan is to minimize impact on government operations and reduce the risk of any disruption in services. Plan will serve as the communication tool for all internal/external stakeholders. It will also help develop a logistics strategy identifying schedules, milestones and measurable commitments, costs estimate (i.e. labor, materials, equipment, subcontracting activities, et al).

C.5.10.2 Entry Plan shall include a checklist of all action items and point of contact placeholders, and action due days to account for the 90-day transition.

C.5.11 Exit Plan

C.5.11.1 Contractor shall draft an Exit Plan to guide future Contract transition. Plan shall consider a 60-day transition period between contracts. Plan shall identify issues, risks, project team and roles, administrative activities, communications plan, and logistics. The objective of the Exit Plan is to minimize impact on government operations and reduce the risk of any disruption in services. Plan will serve as the communication tool for all internal/external stakeholders. It will also help develop a logistics strategy identifying schedules, milestones and measurable commitments, costs estimate (i.e. labor, materials, equipment, subcontracting activities, et al).

C.5.11.2 Exit Plan shall include a checklist of all action items and point of contact placeholders, and action due days to account for the 60-day transition.

C.5.12 Disincentive Fee

C.5.12.1 DGS may deduct the following fees from the contractor's monthly payment for the service delivery omissions or acts as described below. Deductions for missed service collections will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of services. Disincentive fees will be reasonably applied and may be appealed by the Contractor to DGS, provided that the appeal is received by DGS the same day as being assessed by DGS. The Contractor shall be allowed to present evidence as to why the fee(s) should be lessened or eliminated. The decision of DGS shall be final.

C.5.12.2 A disincentive fee, if applied during a given month, shall be deducted by DGS from the Contractor's monthly invoice. A disincentive fee may be levied only if documented in an incident report presented by DGS to the Contractor. The Contractor shall be notified and

provided a copy of an incident report and shall be given 24 hours to cure the problem before disincentive fee(s) are considered due to the Contractor, except in the case of incidents for which, due to the nature of the event, a cure is not possible. Failure to allocate a disincentive fee shall be considered a breach of this Contract.

C.5.12.3 The individual deductions for disincentives fee will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during disruptions.

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

C.5.12.4 Nothing in this section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and DGS reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches.

SECTION D PACKAGING AND MARKING

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

SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 Base Term: The base term of the awarded contract shall be for a base period from date of execution by the Department’s Contracting Officer (“CO”), as specified on the cover page of this contract, through September 30, 2024.

F.1.2 Letter Contract (where applicable): It is understood and agreed that certain activities described herein may have been performed while a Letter Contract was in place, and the terms of the Letter Contract shall merge into and be superseded by the Contract upon its execution by the CO.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Department may **unilaterally** extend the term of the awarded contract for up to 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 Option Year Period(s) of Performance: Each subsequent Option Period is anticipated to begin on October 1st and end September 30th of each Fiscal Year Period, as illustrated below.

<u>Option Period(s)</u>	<u>Anticipated Period(s) of Performance</u>
OY1	1-Oct-2024 thru 30-Sep-2025
OY2	1-Oct-2025 thru 30-Sep-2026
OY3	1-Oct-2026 thru 30-Sep-2027
OY4	1-Oct-2027 thru 30-Sep-2028

F.2.3 If the Department exercises this option, the extended contract shall be considered to include this option provision.

F.2.4 The price and cost for the option period shall be as specified in **Section B.4** of the Contract.

F.2.5 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years, unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with “Chapter 17 of Title 27 of the DCMR, per 27 DCMR 2005 (*Use of Options*)”.

F.2.6 The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.

F.2.7 If the Department exercises an option period, the extended Contract shall be considered to include this entire option clause.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’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	Deliverable	Qty	Format / Method of Delivery	Due Date
C.5	New Container(s) orders, as needed to meet inventory / configuration requirement	TBD	Evidence	Within 60-days of contract award
C.5.1.1	Proposed routes for trash and recycling services	1	Electronic copy	Within 12-days of contract award
C.5.1.7	Fleet management technology for route optimization	N/A	Evidence, and Electronic Access to COTR	With 60-days of contract award
C.5.1.8	Automatic Vehicle Location/Global Positioning (AVL/GPS) System and Salesforce work order system	N/A	Evidence and Electronic Access to COTR	Within 30-days of contract award
C.5.3.1	Disposal Account with local transfer station and material recovery facility	TBD	Evidence	Within 30-days of contract award
C.5.3.4.1 and C.5.3.4.2	Original Scale tickets (as proof). Must be clear and legible.	Monthly	Evidence, copy of processing facility	Within 30-days of Contract start date
C.5.4	Contamination loads report	As applicable	Electronically	Within 48 hours of incident
C.5.5.2.1	Container maintenance monthly inspection schedules via Salesforce	1	Electronically via Salesforce	Within 60-days of contract award. Load to

				Salesforce 5 th of the month
C.5.6.1.2	Vehicle List	1	Electronic copy	Within 5-days of contract award
C.6	On-Board Scales Technology	1 per vehicle	Evidence of installation; electronic copy of recorded weights per each container	Within 90-days of contract award, and reported on a monthly basis
C.5.7.1.1 thru C.5.7.1.4	Key Personnel	1	Electronic copy	Finalize within 5-days of contract award
C.5.8.2	Daily Reports	1	Electronic copy	By 9:30 a.m. each day of the contract
C.5.8.2	Monthly Trash Collections Report & Scale Tickets	1	Electronic copy	5-days after each month
C.5.9	Entry Plan	1	Electronic copy	Within 5-days of contract award
C.5.10	Exit Plan	1	Electronic copy	Within 30-days of contract award

F.3.1

The Contractor shall submit to the Department, as a deliverable, the report described in **Section H.5.5** that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to **Section G.3.2**.

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The Department will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the 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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. The Contractor must indicate the proper PO number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.

G.2.1 Prior to creating the payment request described above, the Contractor shall submit a proper invoice based on applicable guidelines specified in **Section G.4**. Invoices shall be prepared and submitted to the COTR identified in **Section G.9**.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice.

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

G.2.2.2 The Contract number and invoice number;

G.2.2.3 Department's Purchase Order ("PO") number;

G.2.2.4 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.5 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.7 Name, title and phone number of the individual preparing the invoice;

G.2.2.8 Name, title, phone number and mailing address of person (if different from the person identified in **Section G.2.2.6** above), to be notified in the event of a defective invoice; and

G.2.2.9 Authorized signature.

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 Department 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 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

G.4.1.1 Unless otherwise specified in this Contract, payment will be made on partial deliveries of goods and services accepted by the Department if:

- a) The amount due on the deliveries on goods and or services warrants it;
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total Contract price; or
 - (i) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule, **Exhibit E.6** (Service Facility Locations and Schedule)."
- c) Presentation of a properly executed invoice.

G.4.2 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

G.4.2.1 Payment for approved reimbursable supplemental items and services will be made based on submitted and approved documentation, including verified receipts and original scale tickets. The Contractor will be reimbursed for costs incurred in performing on-call, disposal or supplemental hauling services against the not-to-exceed Owner-Directed Allowance (described in **Section B.3.1.1**) if and only when: (i) the COTR deems the work as a supplemental service and grants authorization in writing (in accordance with the contract terms) prior to commencement of any services up to the value of the Owner-Directed Allowance purchase order but no more than \$10,000; or (ii) the COTR deems the work as a supplemental service and services are authorized in writing by the Department's Contracting Officer prior to commencement of any services it deems to be a supplemental service that exceeds \$10,000 up to the value of the Owner-Directed Allowance purchase

order. Supplemental Services may include, but not limited to: (1) disposal costs for trailers (roll-off and compactors); and (2) unforeseen emergency collection or supplemental services, such as purchasing or repairs of containers and or relocation. Services shall be compensated based on established firm-fixed unit rates identified in **Exhibit E.4**.

G.4.2.2 The Contractor shall invoice the District for Supplemental Services that are authorized by the District, on a single invoice per occurrence within thirty (30) days of completion and acceptance of work. This invoice shall clearly identify each Supplemental Service, repair or additional, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of the invoice claimed as reimbursable. If Supplemental Services were subcontracted, copies of the subcontractor's invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

G.4.2.3 To constitute a proper invoice for Supplemental Services, the Contractor shall submit the following information on the invoice:

- a. A copy of the authorized work request;
- b. A copy of the authorized quote for Supplemental Services;
- c. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
- d. Contract number;
- e. Contractor assigned invoice number;
- f. Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month;
- g. Line item of for each date of Supplemental Service;
- h. If applicable, description, price, quantity, and the date(s) those additional supplies were delivered;
- i. Line-item total of all fees;
- j. Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent;
- k. Name, title, phone number, and email address of person preparing the invoice;
- l. Name, title, phone number and email address of person (if different from the person identified as preparer of invoice) to be notified in the event of a defective invoice; and
- m. Authorized signature.

G.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 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of the 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 after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food 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 must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the Contract:

- G.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 must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.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** **Subcontractor requirements.** The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.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 is:

Domonique Banks | Contracting Officer, Supervisory Contract Specialist
Contracts & Procurement Division | Department of General Services
3924 Minnesota Avenue NE | 5th Floor | Washington, DC 20019
Tel: (202) 719-6544 | Mobile: (202) 365-6721 | Email: domonique.banks@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 the 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 | Department of General Services
3924 Minnesota Avenue NE | 5th Floor | Washington, DC 20019
Desk: (202) 442-9746 | Mobile: 202-658-8163 | Email: susan.riley@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 shall be fully responsible for any changes not authorized in advance, and in writing, by the CO. The Contractor may be denied compensation or other relief for any additional work performed that is not so authorized by the CO 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 NOT-TO-EXCEED OWNER-DIRECTED ALLOWANCE (“ALLOWANCE”)

G.10.1 Not-to-Exceed Owner-Directed Allowance for this Contract is set forth in **Section B.3.3.1**.

G.10.2 The costs for performing this Contract shall not exceed the Allowance specified in **Section B.3.3.1**.

G.10.3 The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all obligations under this Contract within the not-to-exceed Allowance.

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 this Contract will be either greater or substantially less than the not-to-exceed Allowance.

G.10.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this Contract.

G.10.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the not-to-exceed Allowance specified in **Section B.3.3.1** 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 not-to-exceed Allowance specified in **Section B.3.3.1** until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised not-to-exceed Allowance 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 not-to-exceed Allowance. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the not-to-exceed Allowance, whether such costs were incurred during the course of contract performance or as a result of termination.

- G.10.8** If any Allowance specified in **Section B.3.3.1** is increased, any costs the Contractor incurs before the increase that are in excess of the previous not-to-exceed Allowance 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 Allowance specified in **Section B.3.3.1**, unless the change order specifically increases the not-to-exceed Allowance.
- 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.
- G.11 RIDER CLAUSE**
- G.11.1** The Mid-Atlantic Purchasing Team (“MAPT”) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region.
- G.11.2** A lead agency format is used to accomplish this work. The Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions.
- G.11.2.1** Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- G.11.2.2** Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
- G.11.3** Other Conditions - Contract and Reporting.
- G.11.3.1** The contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located.
- G.11.3.2** To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants.
- G.11.3.3** Contract obligations rest solely with the participating entities only.

- G.11.3.4** Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.
- G.11.4** In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.
- G.11.5** A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/

<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

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. 27, date of last revision: 06/30/2023**, 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 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.

H.2.2 LIVING WAGE ACT

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (**Exhibit E.3**).

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* (“Anti-Discrimination Act”).

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 Anti-Discrimination 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 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 and Plan have been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES. The DOES Employment Agreement and Plan are available as reference in **Attachments A.2 and A.3**.

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 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 AUDITS AND RECORDS

- H.6.1** 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.6.2** **Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable 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.6.3** **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.6.4 Comptroller General

H.6.4.1 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.6.4.2 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.6.5 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.6.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in **Sections H.7.1 - H.7.5** of this Contract, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any shorter period specified in the Contract, 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.6.7 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-re-determinable 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 **section H.7.5**.

H.7 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.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH – *RESERVED [Intentionally Omitted]*

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 **Section 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 **Section 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.9.2 **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 **Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 **Subcontracting Plan Compliance Reporting**

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and

(D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 **Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, COTR, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 **Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 **Enforcement and Penalties for Breach of Subcontracting Plan**

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor: (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract under the default provisions in **clause 8 of the Standard Contract Provisions, Default.**

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) (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.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** DGS shall coordinate all programmatic and site-specific requirements directly with Contractor’s representatives throughout the duration of the Contract. This includes, but not limited to, access, security, technology, reporting, invoicing requirements, et al.
- H.11.2** DGS shall communicate irregularities, complaints, or apparent contract violations to Contractor’s representatives and provide Contractor with the opportunity to cure any contract deficiencies within reason.
- H.11.3** DGS shall allocate and set aside funding in its budget to pay for the costs of the goods and services according to contract requirements.

H.12 CONTRACTOR RESPONSIBILITIES

- H.12.1** At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor’s agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.
- H.12.2** The Contractor shall be responsible for providing Services in accordance with the requirements of this Contract.

- H.12.3** The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.
- H.12.4** The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.
- H.12.5** 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.12.6** The Contractor shall furnish all Material Safety Data Sheet (“MSDS”) for any materials used in the performance of this Contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.
- H.12.7** Contractor shall maintain records and receipts for the expenditure of all funds for a period of no less than three (3) years after the date of expiration or termination of this Contract.
- H.12.8** **Licensing, Bonding, and Screening**
- H.12.8.1** The Contractor employees must be licensed and bonded, as required by DCLP or any other applicable law. Additionally, employees of Contractor’s subcontractors who have access to the Facility must pass all screening and background check requirements consistent with the District’s Policy for Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth; this is applicable to any Contractor, employee or volunteer. Contractor shall incorporate the conditions of the District’s policy within their company policy and provide a copy of such procedure validating continuous compliance.
- H.12.8.2** **Bond Requirements – Payment and Performance Bond**
- H.12.8.2.1** Contractor shall be required to post a Payment and Performance Bond (**Attachment A.9**) having a penal value equal to no less than 35% of the Contract period total value at the time the Contract is executed.
- H.12.8.2.2** The Contractor shall, before commencing the exercise of any option period, provide to the Department a payment bond and performance bond, each with a penal sum equal to subject contract period price (i.e. base period and or each of the individual option periods). Such bond shall remain in full force and effect until the contract option period reaches term and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Contractor.
- H.12.8.2.3** All bonding companies must be included on the Department of Treasury’s Listing of Approved Sureties.

H.12.9 Allowable Subcontracting Requirements

H.12.9.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

H.12.9.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.12.9.3 The Contractor shall notify the Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the Contract is necessary to protect the health and safety of enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.

H.12.9.3.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this Contract, the District may terminate this Contract.

H.12.9.3.2 The Contractor shall ensure that all of its subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's Contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.12.10 Staff Attire and Identification

H.12.10.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as the Contractor's employees.

H.12.10.2 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.12.11 Safety Requirements

H.12.11.1 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.12.11.2 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 OSHA including, but not limited to:

- H.12.11.2.1 Back support devices;
- H.12.11.2.2 Eye protection;
- H.12.11.2.3 Hearing protection;
- H.12.11.2.4 Hand protection;
- H.12.11.2.5 Head protection; and
- H.12.11.2.6 Foot protection.
- H.12.11.3 *RESERVED [Intentionally Omitted]*
- H.12.11.4 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.12.11.5 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.12.11.6 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the OSHA or any other safety regulatory requirements.
- H.12.12 **Fire Prevention – *RESERVED [Intentionally Omitted]***
- H.12.13 **Smoke Free Environment**
- H.12.13.1 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.12.14 **Delivery of Services**

The Contractor shall schedule its service deliveries during times that cause minimum disruption and inconvenience to District agency operations, including the District of Columbia Public School (“DCPS”) operations. Unless otherwise approved by the COTR, the assessment services shall be made weekdays before 6:00 p.m. or on weekends. Upon conclusion of the DCPS academic year, the Contractor shall have more flexible hours to provide the assessment services.
- H.12.15 **Communication**

At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of the Contractor's personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

H.12.16 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 the Contractor's employees or District workers or both, building occupants, visitors, or other persons.

H.12.17 Property Damage Notification

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

H.12.18 Suspension of Work

H.12.18.1 In the event services are not provided or required by the District because the building is closed due to unanticipated circumstances, deductions to the Contractor's price normally payable to the Contractor will be computed as follows:

H.12.18.2 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.12.18.3 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.12.18.4 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.12.18.5 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.12.19 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.13 ANTI-DEFICIENCY ACTS

The obligations and responsibilities of the Department under the terms of the Contract, or any subsequent agreement entered into pursuant to this Contract or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004) (the “**Federal ADA**”), and D.C. Official Code §§ 1-206.03I and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the “**D.C. ADA**” and (i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department’s legal liability for payments and other charges under this Contract shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

H.14 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection **G.9** who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with *D.C. Official Code §2-532* and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.15 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits

discrimination against disabled people in federally funded program and activities. **See 29 U.S.C. §794 et seq.**

H.16 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)

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

H.17 WAY TO WORK AMENDMENT ACT OF 2006

H.17.1 Except as described in **Section H.17.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.17.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

H.17.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

H.17.4 The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.

H.17.5 The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit E.3** to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as **Exhibit E.3** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the notice in a conspicuous place in its place of business.

H.17.6 The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.

H.17.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*

H.17.8 The requirements of the Living Wage Act of 2006 do *not* apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer, or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Healthcare and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.17.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.18 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. Contractor shall also provide list of key personnel in **Exhibit E.5**.

H.19 CAMPAIGN FINANCE REFORM ACT

The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement (**Attachment A.6**) pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of any task order, as applicable.

H.20 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

SECTION I CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 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 are incorporated as part of the Contract.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

I.5.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.5.1.1 Furnish phase-out, phase-in (transition) training; and

I.5.1.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.5.2 The Contractor shall, upon the Contracting Officer's written notice:

I.5.2.1 Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires; and

I.5.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

I.5.3 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.5.4 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.5.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract.

I.6 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.7 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the Contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Contract reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.8 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, Article 14: Disputes **Exhibit E.1.**

I.19

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 Article 14 of the Standard Contract Provisions, 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.10

NON-DISCRIMINATION CLAUSE

I.10.1

The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights

Act, 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.

- I.10.2** 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:
- I.10.3** 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.
- I.10.4** 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.
- I.10.5** 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.10.3** and **I.10.4** concerning non-discrimination and affirmative action.
- I.10.6** 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.10.4**.
- I.10.7** 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.

I.10.8 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.

I.10.9 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.

I.10.10 The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs **I.10.3** through **I.10.11** of this clause, so that such provisions shall be binding upon each subcontractor.

I.10.11 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.11 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 the 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

In addition to the indemnification clauses in Article 9 of the Standard Contract Provisions, 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.12 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.13 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 subcontracted work or

service 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.14 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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS.

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

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

DGS should collect, review for accuracy and maintain all warranties for goods and services.

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 paragraphs 1,2 and 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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 the 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. 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. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. 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 or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.
 7. 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) \$10,000,000 per occurrence and \$10,000,000 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.
- C. **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.
- D. **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.

- E. **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.
- F. **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.
- G. **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.
- H. **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.
- I. **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 e-mailed to the attention of:

Domonique Banks c/o Karen Araujo

Contracting Officer, Supervisory Contract Specialist

Contracts and Procurement Division

Department of General Services

Tel: (202) 384-7744 | Email: 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).

J. 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.

K. 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 District.

I.15 EQUAL EMPLOYMENT OPPORTUNITY

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

I.16 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.17 TIME

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

I.18 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP 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 for Supplies and Services Contracts, dated January 2016;
- (4) Contract's exhibits other than the Standard Contract Provisions;
- (5) RFP, as amended;

- (6) BAFOs (in order of most recent to earliest); and
- (7) Proposal.

SECTION J EXHIBITS

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

EXHIBIT NUMBER	DOCUMENT	REFERENCE
EXHIBITS TO THE SOLICITATION		
E.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016	<i>Ref.</i>
E.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 27 dated June 30, 2023	<i>Ref.</i>
E.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet	<i>Ref.</i>
E.4	Price-Cost Schedule	<i>Submittal</i>
E.5	List of Key Personnel	<i>Submittal</i>
E.6	Service Facility Locations and Schedule – Trash & Recycling	<i>Ref.</i>
E.7	Waste Management Modernization Amendment Act of 2014 (aka Sustainable Solid Waste Management Amendment Act of 2014)	<i>Ref.</i>
E.8	Zero Waste Omnibus Amendment Act of 2020	<i>Ref.</i>
E.9	Mayor’s List of Recyclables and Compostables (Mar 2019)	<i>Ref.</i>
E.10	Solid Waste Collector Registration Guide	<i>Ref.</i>
ATTACHMENT NUMBER	DOCUMENT	COMPLIANCE
REQUIRED COMPLIANCE DOCUMENTS		
A.1	Bidder/Offer Certification	<i>COMPLIANCE</i>
A.2	DOES First Source Employment Agreement	<i>COMPLIANCE</i>
A.3	DOES First Source Employment Plan	<i>COMPLIANCE</i>
A.4	DSLBD SBE Subcontracting Plan Form	<i>COMPLIANCE</i>
A.5	EEO Policy Statement Agreement & Employer Information Report	<i>COMPLIANCE</i>
A.6	Campaign Finance Reform Contractor Self-Certification Form	<i>COMPLIANCE</i>
A.7	Past Performance Evaluation Form	<i>COMPLIANCE</i>
A.8	DGS Quickbase Vendor Submission Portal Instructions	<i>COMPLIANCE</i>
A.9	Payment and Performance Bond	<i>COMPLIANCE</i>
A.10	Certificate of Clean Hands – https://mytax.dc.gov/	<i>GUIDANCE</i>
A.11	Valid (active) DC Business License	<i>COMPLIANCE</i>
A.12	Proof of Registration for Solid Waste Collector vehicle(s) with DC Office of Waste Diversion (OWD), Department of Public Works	<i>COMPLIANCE</i>

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 BIDDER/OFFEROR CERTIFICATION FORM

Available on **Attachment A.1** 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 OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

As a result of this solicitation, the Department intends to award one (1) Contract resulting from this solicitation to the responsive and responsible Offeror whose offer conforms to the solicitation and will be most advantageous to the Department in accordance with D.C. Official Code § 2-354.03, cost or price, technical and other factors, as specified elsewhere in this solicitation.

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION, CONTENT, & SUBMISSION REQUIREMENTS

L.2.1 This solicitation will be conducted electronically using the Departments' QuickBase Contracts and Procurement Submission Portal ("QBSP"). To be considered, an Offeror must submit the required attachments via the QBSP system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals **will not be accepted**.

L.2.2 All attachments shall be submitted as a .pdf file, MS Word, or MS excel files (as specified in the RFP elsewhere). 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.2.3 The offeror shall submit the following attachments in its electronic submittal: (1) a technical proposal, (2) a price-cost proposal, and (3) compliance document package. **Please note two of the upload fields have a maximum file size of 100MB and the third upload has a maximum file size of 50MB.**

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", "Price-Cost Proposal", and "Compliance Document Package."

L.2.5 Technical Proposal Organization

Offerors are directed to the specific proposal evaluation criteria found in **Section M** of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will

allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in **Section C**.

L.2.5.1 **Technical Proposal must be** organized and prepared as follows:

1. Table of Contents.
2. Each page of the proposal must be numbered consecutively.
3. Proposals shall be typewritten in 12-point font size; with each section separated (i.e., *(i)* Relevant Experience, Past Performance, and Capacity; *(ii)* Key Personnel Qualifications and Staffing Strategy; and *(iii)* Project Management Plan).
4. Offerors' Past Performance Evaluation Forms (**Attachment A.7**). The Offeror shall provide no less than three (3) and a maximum of five (5) Past Performance Evaluations forms completed by its clients where providing comparable relative and related services defined by this RFP Section C. Offeror's clients are required to use **Attachment A.7**; DGS will not accept other past performance evaluation forms. **Note:** The evaluator must provide remarks for all "excellent performance" and/or "unacceptable performance" ratings.

L.2.6 **Price-Cost Proposal must be** organized and prepared as follows:

1. Completed Price-Cost Schedule substantially in form of **Exhibit E.4** (excel).
 - a. Offeror shall provide pricing for all CLINs including those CLINs identified. Failure to provide pricing for all CLINs as order herein shall be sufficient to render an Offeror's proposal nonresponsive and thereby may be excluded from further evaluation related to a potential contract award.
 - b. Offeror shall submit its price proposal (**Exhibit E.4**) in MS excel document format only.

NOTE: In the opinion of the Department, any material deviations of these forms, **Exhibit E.4**, which is provided by the Department, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

L.2.7 **Compliance Documents Package**

Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7.1 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.2.7.2 The Offeror shall complete in their entirety the following compliance documents and submit as a complete package:

1. Bidder-Offeror Certification Form;

2. DOES First Source Employment Agreement;
3. DOES First Source Initial Employment Plan;
4. DSLBD SBE Subcontracting Plan;
5. EEO Employer Information Report and Mayor's Order 85-85;
6. Campaign Finance Reform Contractor Self-Certification Form;
7. Certificate of District City-wide Clean Hands (<https://mytax.dc.gov/>);
8. Valid (active) DC Business License;
9. Proof of Registration for Solid Waste Collector Vehicle(s) with DC Office of Waste Diversion (OWD), Department of Public Works

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in **Section L.2** above, the Offeror must submit an electronic copy of its proposal, ***redacted*** in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the Offeror's proposal **must be submitted by using the Department's QBSP to the contact person (Contract Specialist) designated in the solicitation.** D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Electronic Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the Department's QBSP system no later than the closing date and time specified. The Department will not consider late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals **will not** be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the Department's QBSP system before the closing time. **You may use the latest version of Google Chrome (all Chromium based browsers), Mozilla Firefox 52 and later, Safari 5.1 and above, Microsoft Internet Explorer 11, or Microsoft Edge version 83 (released May 2020) and later.**

L.4.1.4 Proposals must be submitted to the Department's QBSP system (Submission Portal Instructions – **Attachment A.8**) no later than **10:00 a.m. EST on August 11, 2023.**

Department's QBSP Portal:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

Solicitation ID:

DCAM-24-NC-RFP-0003

Project Name:

Citywide Waste Collection and Disposal Services

Designated Senior Contract Specialist:

Karen J. Araujo

L.4.1.4.1 Offerors may group multiple required exhibits/attachments into a single pdf and submit to (1) of the (3) file uploads (up to the maximum file sizes). Two of the uploads have a maximum file size of 100MB and the third upload has a maximum file size of 50MB. Additionally, for the avoidance of confusion and not to the contrary, there is no limit to the number of times an Offeror may access and submit documents through the Vendor Submission Portal but only documents received by the due date and time will be accepted by the Department.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the Department's QBSP system at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The Department's QBSP system will accept proposals at any time without limitation; however, any proposal received and timestamped by the system **after exact closing date and time**, or modifications to proposals **after** the closing date and time for receipt of proposals will not be consider, opened, or accepted.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, may be considered at any time it is received and may be accepted by the CO if determined to be most advantageous to the Department.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question(s) to the attention of Senior Contract Specialist, Karen J. Araujo through the Department's QBSP system (Instructions for use of the portal can be found in **Attachment A.8**). The prospective Offeror should submit questions no later than close of business on **July 20, 2023**, (18)-days prior to the closing date and time. The District may not consider any questions received less than sixteen (16) business days before

the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offerors. Oral explanations or instructions given by District officials before the award of the Contract will not be binding.

L.5.1 **IMPORTANT NOTICE:** The Department will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of Contracts and Procurement website. It is the potential Offeror's responsibility to frequently visit the Department's Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.

L.6 **RESTRICTION ON DISCLOSURE AND USE OF DATA**

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 **PROPOSALS WITH OPTION YEARS**

The Offeror shall include option year prices in its Price-Cost Proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year period(s).

L.8 **PROPOSAL PROTESTS**

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should

have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, NW, Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the Department and retained by the Department, and therefore will not be returned to the Offerors.

L.11 PROPOSAL COSTS

The Department is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.12 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 coverage as specified in **Section I.14** to the Contracting Officer:

Domonique Banks c/o Karen Araujo
Contracting Officer, Supervisory Contract Specialist
Department of General Services
Email: karen.araujo@dc.gov
RE: DCAM-24-NC-RFP-0003

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror 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 **Section A**, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Department must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked Offeror or negotiate with the highest ranked Offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of Offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.

L.15.3 If the offeror 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.16 FAMILIARIZATION WITH CONDITIONS

Offerors 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. The awarded Contractor(s) 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.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 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, as amended, D.C. Official Code § 2-219.01 et seq.;
- (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.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 PRE-PROPOSAL CONFERENCE

An in-person pre-proposal conference will be held at **10:00 a.m. on July 17, 2023** at the **Marion S. Barry, Jr. Building located at 441 4th Street NW, Washington, DC 20001, (South Side) 11th Floor, Room 1012.** Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the pre-proposal conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors regarding the solicitation document as well as to clarify the contents of the solicitation. Attending offerors are encouraged to arrive on time.

L.18.1 *RESERVED [Intentionally Omitted]*

L.18.2 Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than three (3) working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.19 **FACILITY SITE VISIT**

L.19.1 Offerors are encouraged to attend the site visit hosted by the Department. The facility site-visit will offer potential Offerors an opportunity to determine size and site conditions. The act of submitting a proposal is to be considered acknowledgement by the Offeror that they have visited the site, taken measurements and are familiar with the conditions and requirements affecting the work. Failure to do so will not relieve the successful Offeror of his/her obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this proposal submission.

L.19.2 No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the Offeror to fulfill in every detail all requirements set forth herein.

L.20 **KEY PERSONNEL**

L.20.1 The District considers the following positions to be key personnel for this contract (see **Exhibit E.5**):

1. Project Manager
2. Route/Operations Manager
3. Administrator
4. Senior Accountant
5. Dispatcher
6. Drivers
7. Fleet Manager
8. Container Manager

L.20.2 The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract will be awarded to the responsive and responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good”

for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

The evaluation criteria set forth below has been developed by agency technical personnel and has been tailored to the requirements of this RFP. The criteria serves as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

Proposals will be evaluated, and the Department will make a determination of the relevancy and confidence level using the scales in table identified in **Section M.2.1 Technical Rating Scale**. While the Department will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The Offerors that provide the best value to the District are based on the results of the evaluation criteria described in the paragraphs below which outline the evaluation factors.

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

These factors consider the Offeror’s experience of relevant experience, past performance, and capacity; key personnel qualifications and staffing strategy; and project management plan, used in performing services similar to the required Services as described in **Section C**. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance. The Offerors are expected to review and understand the specifications of the Services; the Offeror’s response to the factors should address the specific requirements on the proposals.

<u>Technical Evaluation Factors</u>	<u>Points</u>
Factor A: Relevant Experience, Past Performance, and Capacity	20
Factor B: Key Personnel Qualifications and Staffing Strategy	15
Factor C: Project Management Plan	45
Total Maximum Technical Points	80

M.3.1.1 Factor A: Relevant Experience, Past Performance, and Capacity (20 Points maximum)

The Department desires to engage a Contractor with a minimum of five (5) years of relevant experience providing waste (trash and recycling) hauling services for a multi-asset property

portfolio that is similar in size, nature, scope, and complexity as the service requirements identified in **Section C** of the Requirements.

M.3.1.1a (5 points) Offeror shall provide a brief company profile and overview of the operations, to include years in business and size of firm. This sub-section shall include information that demonstrates the Offeror's ability to provide the District with the required Services. Similar information must be presented for any subcontractor(s) that may provide services under this contract.

M.3.1.1b (5 points) Offeror shall provide a list of five (5) previous contracts (at least three {3} of those contracts shall be non-DC Government) for which the Offeror provided identical or similar work within the last five (5) years. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount of the Contract, Period of Performance, Name of the Contact Person, Title, Telephone Number, and Email Address. The Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

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

M.3.1.1c (5 points) Offeror shall demonstrate experience integrating route optimization/planning technology into daily operations, to design, alter, and monitor routes, including details regarding what technology was utilized and how this technology impacted daily operations.

M.3.1.1d (5 points) Offeror shall demonstrate experience managing the key challenges inherent in providing these types of Services and explain how they have been mitigated by the Offeror in the past. The Offeror shall provide and describe at least three examples of challenges and how they were mitigated in a timely manner and to the customer's satisfaction.

M.3.1.2 Factor B: Key Personnel Qualifications and Staffing Strategy (15 Points maximum)

This evaluation factor considers the education, experience, knowledge, past performance, necessary skills, and expertise of the key personnel directly assigned to the project. This factor will be evaluated on the specific skill sets of the proposed project team.

M.3.1.2a (5 points) Provide a table that identifies the specific staff that will be assigned to this Contract. The table should include: (i) the individual's name; (ii) his or her title; (iii) role; (iv) relevant experience; (v) anticipated workload during the Contract Term. This table should include all personnel that will be assigned to this Contract. Additionally, the Offeror should provide resumes for each key staff member.

M.3.1.2b (10 points) Offeror's personnel must have the experience and, to the extent possible, licenses to perform the required work. To that end, Offerors should include within the

proposal a description of the staff available to perform this work and their qualifications. The positions listed below are “Key Personnel”. The Contractor shall provide staff who, at a minimum, meet the listed qualifications:

- a. *Project Manager*: Shall maintain overall responsibility for the successful completion of all Services. Shall have a minimum of fifteen (15) years’ experience managing the delivery of waste hauling services similar in nature, scope, and complexity as the services described herein, and demonstrate expertise in delivering waste hauling services.
- b. *Route/Operations Manager*: Shall serve as COTR’s primary point of contact for daily operations and requests. The Route/Operations Manager shall have a minimum of ten (10) years’ experience in managing the delivery of waste hauling services similar in nature, scope, and complexity as the services described herein, and demonstrate expertise in delivering waste hauling services.
- c. *Administrator*: Shall have a minimum of two (2) years of experience processing and managing waste hauling data, including site-specific notes, addresses, points of contacts, missed services, and waste disposal data.
- d. *Senior Accountant*: Shall have a minimum of five (5) years of relevant waste management-experience preparing financial reports, performing account reconciliations, maintaining the general ledger, assisting with audit preparations, and performing other accounting duties as assigned.
- e. *Dispatcher*: Shall serve as the COTR’s primary point of contact for daily route monitoring and adjustments. This person shall have a minimum of two (2) years’ experience of dispatching for waste hauling services similar in nature, scope and complexity as the Services described herein, and possess Strong communication and time-management skills.
- f. *Drivers*: Each driver assigned to this Contract shall have a minimum of three (3) years of experience providing waste hauling services similar in nature, scope, and complexity as the Services described herein. Provide photocopies of all commercial driver’s licenses proposed for use on the contract.
- g. *Fleet Manager*: Shall have a minimum of two (2) years’ experience managing fleet maintenance and repairs for a fleet of waste hauling vehicles.
- h. *Container Manager*: Shall have a minimum of two (2) years’ experience managing waste container maintenance and repairs for a similar quantity of containers.

M.3.1.3 Factor C: Project Management Plan (45 Points maximum)

Offerors are required to submit a management plan. The management plan should clearly explain how the Offeror intends to complete the requirements as described in the scope of work (**Section C**). This evaluation factor considers the proposed methodology for

providing these services, including daily operations management, deployment, training, documentation, ongoing support and route optimization. This factor will be evaluated based the completeness of the proposed methodology and its match to the Functional Requirements in **Section C**. The proposed methodology must demonstrate how the Offeror intends to complete the project and all deliverables successfully, within the desired timeframes.

M.3.1.3a (5 points) *Scheduling and Assignment of Key Personnel:* The Offeror shall provide a description of the Offeror’s workforce, and how its employees will be mobilized to ensure that there is a sufficient staffing to complete tasks described in **Section C**. This description should include staff schedules and details regarding contingency plans and response when the routinely assigned personnel, such as drivers, dispatchers, and route managers, are not available. The Offeror shall provide an explanation of how the Offeror’s Key Personnel will manage and coordinate with the Department on all service requirements while abiding by all applicable District and federal laws and regulations, such as city noise regulations.

M.3.1.3b (10 points) *Use of Technology:* The Offeror shall provide a description explaining how Offeror will integrate technology requirements as described in the **Section C** into daily operations, including how the Offeror will utilize route optimization technology and manage Salesforce work order requests. If offeror is proposing to utilize their own route optimization technology, please provide proof of any licensing, subscription, or ownership of this technology, as well as how Key Personnel will be trained on this technology and what support is available for technical issues with hardware or software associated with this technology.

M.3.1.3c (10 points) *Vehicle, Equipment, and Supplies:* The Offeror shall provide a description and the availability to the Offeror’s vehicles, equipment, and supplies, including:

- a. Coordinate a site visit of Offeror’s facilities, equipment, and fleet yard to be conducted by the Department.
- b. A list of all owned (must note if owned by a subcontractor) solid waste vehicles proposed for use on the contract, including proof of DC DMV registration certificates, DC DPW Solid Waste Collector Inspection Report, and a photograph of vehicle.
- c. A description of waste container availability and procurement strategy to satisfy the requirements.
- d. Offeror shall provide evidence of vehicles, equipment, and availability of containers and supplies to satisfy the requirements.
- e. A copy of Distributor Agreement or Lease Agreement for the purchase to secure the balance of vehicles, equipment of supplies to satisfy the requirements.
- f. A description of the Offeror’s ability to provide waste containers with locking mechanisms when requested by the Department.

M.3.1.4d (5 points) *Maintenance Services:* The Offeror shall provide description of the availability to deploy and schedule both routine maintenance and repair services across the multi-asset property portfolio. The description should include routine maintenance inspections as well as requests for repairs of waste collection containers.

M.3.1.4e (5 points) *Transition of Services:* The Offeror shall provide an acceptable transition plan that identifies all actions required for successful implementation of this Contract in accordance with Section C, including mobilization, de-mobilization, seasonal adjustment services. The transition plan must provide dates after receipt of award, significant actions, identify actions that may require Government support, and completion of all actions with a specific date for the beginning of acceptance of orders from the Government. An acceptable transition plan will include sufficient detail and communicate how activities will be established, implemented, and regulated throughout the period of performance.

- a. Draft Entry Plan (i.e., Container mobilization dates, Deployment strategies, Service start dates)
- b. Draft Exit Plan
- c. Seasonal Adjustment Plan (i.e. summer and winter school break, recreation and parks summer camps and feeding programs)

M.3.1.4f (10 points) *Routing:* The Offeror shall provide an acceptable plan that identifies draft routes for each service location and day of the week requirement outlined in the contract documents. The Offeror shall provide complete routing information including starting and ending locations as well as proposed transfer station stops.

M.3.2 PRICE CRITERION (20 Maximum Price Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)
Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

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

M.5 ORAL PRESENTATION

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department

conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question-and-answer session. The purpose of the oral presentation and the question-and-answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

M.5.1 Length of Oral Presentation

If applicable, each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty-five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than sixty (60) minutes.

M.5.2 Oral Presentation Schedule

The order of oral presentations will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

M.5.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this Project. Each Offeror will be limited to three (3) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful performance of the Services.

M.5.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the Contractor for the required Services, including the qualifications of Key Personnel.

M.6 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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 ("Act", as used in this section), the Department shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.6.1 **Application of Preferences**

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

- M.6.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.6.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.6.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.6.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.6.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.6.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.6.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.6.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.6.2 **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

- M.6.2.1** The Offeror shall only receive preference points that their certified business enterprise is eligible to receive at the date and time of the proposal due date. Should an Offeror receive additional points after the proposal due date, the additional points will not be considered.

M.6.3 **Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

M.6.4 **Verification of Offeror’s Certification as a Certified Business Enterprise**

M.6.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror’s certification with DSLBD, and the Offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.6.4.2 Any vendor 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.6.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.7 **EVALUATION OF PROMPT PAYMENT DISCOUNT**

M.7.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the Department if payment is made within the discount period specified by the Offeror.

M.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the Department, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Department’s check.