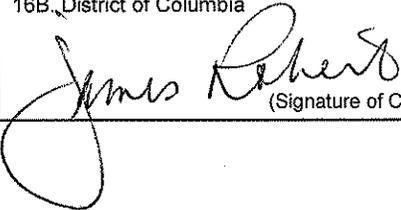


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   4
2. Amendment/Modification Number DCKT-2010-B-0136-002	3. Effective Date See 16C Below	4. Requisition/Purchase Request No.	5. Solicitation Caption Solid Waste Hauling and Disposal Services	
6. Issued by: Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14 <sup>th</sup> Street, NW, 6 <sup>th</sup> Floor Washington, DC 20009		Code	7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code)  Potential Offerors		X	9A. Amendment of Solicitation DCKT-2010-B-0136	
Code			9B. Dated (See Item 11) March 5, 2010	
Facility			10A. Modification of Contract Order No.	
			10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation DCKT-2010-B-0136 is hereby amended as follows:  A. <b>Responses to Offerors' questions are provided as Attachment A.</b>  B. <b>Section L.16.3 is revised to change the experience time from at least 12 consecutive months within the last seven years to: " at least 12 consecutive months within the last eight years".</b>  C. The closing date remains unchanged as Friday, March 19, 2010, 2:00 pm local time.  D. Offeror's are instructed to acknowledge receipt of this amendment by including a copy of the signed amendment in its bid.				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer James Roberts		
15B. Name of Contractor  (Signature)	15C. Date Signed	16B. District of Columbia   (Signature of Contracting Officer)	16C. Date Signed 3/16/10	

**Attachment A**

**RESPONSE TO QUESTIONS  
REGARDING SOLICITATION NO. DCKT-2010-B-0136  
SOLID WASTE HAULING AND DISPOSAL SERVICES**

**Question 1** (a) Please provide the number of tons of combustible trash that was hauled to Fairfax County Energy Resource Recovery Facility (“Fairfax”) each month during the last five (5) years under the current solid waste hauling and disposal contract; b) Please provide the number of tons of combustible trash that was hauled to a disposal facility other than the Fairfax county Energy Resource Recovery Facility each month during the last five (5) years under the current solid waste hauling and disposal contract; c) Please provide the number of tons of non-combustible trans that was hauled in each of the last five (5) years under the current solid waste hauling and disposal contract; d) Please provide the number of tons of white goods that was hauled in each of the last five (5) years under the current solid waste hauling and disposal contract; e) Please provide the number of tons of leaves that were hauled in each of the last five (5) years under the current solid waste hauling and disposal contract.

**Answer** The average yearly volume for each category of waste is listed below. Note that the computer system utilized by DPW contains categories other than those listed below. Therefore the totals may not represent the entire volume of waste. Categories such as garbage and bulk waste are not included. In addition, the tonnage of waste dropped off by citizens is not captured in these numbers.

	Combustibles	Non-Combustibles	White Goods	Leaves
2005	154,184.23	33,961.31	2,973.21	2,973.21
2006	190,629.19	24,863.50	1,244.57	4,895.40
2007	176,005.61	51,620.34	1,027.40	4,823.19
2008	180,402.51	28,540.42	1,021.36	6,968.67
2009	168,613.81	15,539.28	949.67	4,063.65
Avg Yearly Volume	173,967.07	30,904.97	1,443.24	4,744.82

The estimated quantities stated in the solicitation reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable.

**Question 2** (a) Please provide a copy of the agreement between the disposal agreement between the District and Fairfax so the bidders can determine whether there are any terms and conditions that might impact the cost of hauling to Fairfax.

**Answer** The current agreement is attached.

(b) Please provide a copy of the disposal agreement between the District and/or Fairfax and the King George landfill so the bidders can determine whether there are any terms and conditions that might impact the cost of hauling to Fairfax.

**Answer** The agreement is not available.

(c) Did Fairfax redirect or reject District Acceptable Waste during the past two year?

**Answer** No, to the best of Solid Waste Administration's recollection, Fairfax has not rejected or redirected any waste.

(d) If King George Virginia site is not the alternative site that Fairfax elects to use, will an adjustment of the bidder's price be allowed?

**Answer** Fairfax has an alternate site. No adjustment will not be made to bidder's price.

**Question 3** L.16 describes the Standards of Responsibility for the evaluation of a successful bidder. Section L.16.3 states Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them. Experience is defined as hauling and disposing of solid waste from a public sector station with similar volume to that referenced in the solicitation for at least 12 consecutive months within the last seven years." Can the experience defined in Section L.16.3 be modified to define experience as "hauling and disposing of any waste materials with similar volume to that referenced in the solicitation for a public entity for at least 12 consecutive months within the past nine years or within the past eight years?"

**Answer** The experience level is amended to reflect the changed from seven (7) years to eight (8) years.

**Question 4** Amendment 1 changed Section L.16 to reduce the number of days for the submission of responsibility days from "within five (5) days of the request by the District" to within two (2) days of the request by the District." Please confirm that the two days in the amendment are two business days and state why the abbreviated response time is both necessary and in the best interest of the District.

**Answer** Given the limited time available to award a new contract, the response time in the solicitation is reasonable and specific to the needs of the program. To clarify, the number of days should reflect business days only which are both necessary and reasonable.

**Question 5** Can the 24,000 tons of non-combustible material be bid to any properly certified landfill?

**Answer** See Sec. H.9.1.2

**Question 6** If the Fairfax site "goes down", can we bid the approximately 200,000 tons of combustible material to any property certified landfill until the Fairfax site is back on line?

**Answer** No, Fairfax has an alternate site.

**Question 7** Is there any 35% SBE set-aside requirement in this solicitation? And if so, it has to be mandatory and not conditional.

**Answer** DC Law requires that all non-construction contracts in which a portion of the work is subcontracted, at least 35% of the dollar volume shall be subcontracted to a small business enterprise provided, that the cost of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased

from small business enterprises. See Section M.1. It is a mandatory requirement when a portion will be subcontracted.

**Question 8** The performance bond requirement is listed as one year. I would like confirmation that the calculation for the bond is for one calendar year and not the three-year period that encompasses the first contract period.

**Answer** Refer to section H.13.2. The performance bond required shall be in an amount equal to 100 percent of the contractor's proposed first year contract price.

**Question 9** Will the landfill be considered a subcontractor?

**Answer** No, the landfill will not be considered a subcontractor.

**Question 10** The Penalty for not cleaning the floor of C&D is listed at 5 days, but the solicitation indicates that the floor must be cleaned of C&D (non-combustible) waste in two days. Which is correct.

**Answer** Section H.10.2 is revised to read as follows: Failure of the contractor to remove all non-combustible solid waste from the Fort Totten solid waste transfer station that causes the overnight storage of noncombustible solid waste for more than two (2) working days from the date the waste is received at the transfer station shall result in the assessment of liquidated damages in the amount of \$1,000 per day, provided that the failure is not directly attributable to the District.

**Question 11** Will the proposal for hauling waste to an alternate facility (probably King George) be included in the evaluation of offers?

**Answer** Yes, the District will assume a total quantity of one (1) run in the calculation of the total price for CLINs 0005, 1005 and 2005.

**Question 12** Amendment #1 answers a question regarding tonnage. The answer indicates that the previous bid included only 180,000 tons. The earlier bid included 180,000 tons per year to haul and dispose, but also included 100,000 tons per year for hauling only, leaving 80,000 tons unaccounted for when compared to this solicitation. Please explain drop in tonnage.

**Answer** The previous solicitation had a total estimated volume of combustible waste of 180,000 tons. This new solicitation has a total estimated volume of combustible waste of 200,000 tons. The District has allotted a percentage for growth as the economy improves.

**WASTE DELIVERY/DISPOSAL AGREEMENT  
FAIRFAX COUNTY, VIRGINIA AND THE DISTRICT OF COLUMBIA**

This Waste Delivery/Disposal Agreement, ("Agreement"), is made as of this 5<sup>TH</sup> day of ~~December~~, 2008, between Fairfax County, Virginia (the "County") and the District of Columbia, (the "District"); and

WHEREAS, the County and the District have had a mutually beneficial relationship in the shared use of solid waste management facilities since 1971; and

WHEREAS, the County has developed an Energy/Resource Recovery Facility (E/RRF) on property in Lorton, Virginia; and

WHEREAS, the District operates two solid waste transfer facilities; and

WHEREAS, the District hierarchy for waste disposal options identifies resource recovery as a preferred option to land disposal of waste; and

WHEREAS, the County finds it beneficial to make certain capacity at the E/RRF available to the District; and

WHEREAS, the County and the District have previously worked together to mutually resolve solid waste issues and agree to take all necessary and appropriate action in cooperation with one another, to carry out and be bound by this Agreement to the extent permitted by law.

NOW, THEREFORE, the parties agree as follows:

1. The District, and firms authorized as acting on behalf of the District in accordance with the terms of this Agreement, may use the E/RRF for the disposal of acceptable waste. "Acceptable Waste" means solid waste which can be processed in the E/RRF and is not one of the "Unacceptable Wastes" as listed in Schedule 3. Acceptable Waste shall also include only the types of waste allowed by the Virginia Department of Environmental Quality. The District will inform the County in writing of the names of the firms authorized to act on the District's behalf for the purposes of disposing Acceptable Waste provided that the District shall pay the disposal fees for such waste and such designation of private haulers shall not relieve the District of its obligations under this Agreement.

2. Vehicles delivering Acceptable Waste pursuant to this Agreement will access the E/RRF via U.S. Route 1 and Furnace Road. The County shall specify reasonable alternative means of access if these routes become impassable for any reason. Lorton Road, Route 624, shall not be used without prior County authorization.

3. The disposal fees charged to the District will be in accordance with Schedule 1 of this Agreement. Disposal fees established under this Agreement will be adjusted to reflect any state or federally imposed surcharge, tax or fee on solid waste management or disposal which become effective after the date of this Agreement.

4. The County will invoice the District monthly for the disposal service provided at the E/RRF. The District shall pay the County within 45 days of the date of the invoice. The District will pay interest penalties on amounts due to the County under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, 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 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

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. Failure to make payment when due may result in the suspension of services.

5. The County will make capacity at the E/RRF available to the District for disposal of Acceptable Waste on an as available basis. The District will divert waste under its control to the E/RRF in the quantities requested by the County. It is anticipated that the County will accept 6,000 tons or more per month of Acceptable Waste and will be able to accommodate 100,000 tons per year. However, it is understood that no more than 125,000 tons of waste will be forwarded to E/RRF on an annual basis.

6. If and to the extent events or circumstances beyond the County's reasonable control, excluding routine emergency and planned maintenance, cause the E/RRF to be unable to process all or some of the District's Acceptable Waste to be delivered pursuant to paragraph 5, the County may reject District Acceptable Waste without notice.

7. Delivery of Acceptable Waste to the E/RRF will be in accordance with the rules and regulations established by the County and by Covanta Energy, Inc. ("Covanta"), the operator of the E/RRF. Any driver who does not abide by the rules and regulations may be restricted from making deliveries. The normal delivery hours will be in accordance with the Receiving Schedule provided in Schedule 2 of this Agreement.

8. The District shall require any contractor who delivers waste under this Agreement to the E/RRF or County facility, to have (a) insurance with minimum per Person/Occurrence limits of \$300,000.00/\$600,000.00 for bodily injury and Occurrence/Aggregate limits of \$150,000.00/\$300,000.00 for property damage; and (b) motor vehicle insurance with per person/occurrence limits of \$200,000.00/\$500,000.00 for bodily injury and occurrence/limits of \$30,000.00 for property damage. The contractor's insurance shall cover all owned, hired, or non-owned motor vehicles used during the term of the contract.

9. The administrators of this Agreement will be:

For the County:

Director, Division of Solid Waste Disposal and Resource Recovery  
Suite 458  
12000 Government Center Parkway  
Fairfax, Virginia 22035

For the District:

Administrator, Solid Waste Management Administration  
D.C. Department of Public Works  
2750 South Capitol Street, SE  
Washington, DC 20032

with a cc to:

General Counsel  
D.C. Department of Public Works  
2000 14<sup>th</sup> Street, N.W.  
Washington, DC 20009

All notices, consents, approvals, and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and may be sent by facsimile, delivered by hand or mailed by first class registered or certified mail, return receipt requested, and shall be addressed to the Administrators at the above addresses.

10. The County and the District may provide support for each other on solid waste related special projects, emergency support, or other needs. Disposal fees for certain other materials, in addition to Acceptable Waste, are listed on Schedule 1. The cost of other support will be based on hourly rates for labor and equipment which will be exchanged prior to the start of each contract year.

11. The term of this agreement is for a period of five years from the date signed by both parties hereto. The estimated annual charge will not exceed a ceiling of \$4,000,000.

12. Either party may terminate this Agreement for any reason by giving 90 days advance notice in writing to the other party.

13. The obligations of the County and the District under this Agreement are contingent upon the appropriation for each fiscal year for payments and services under this Agreement.

14. This Agreement may not be assigned by either party without the prior written consent of the other party.

15. This Agreement constitutes the entire and complete agreement of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous understandings, arrangements, commitments, and representations, all of which, whether oral or written, are merged into this Agreement.

16. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any permitted successor or assignee.

17. In the event irreconcilable differences arise between the County and the District the matter shall be referred to a mutually agreeable impartial arbitrator whose decision shall be binding. The County and District shall share in the cost of any arbitration.

18. The laws of the State of Virginia shall govern the validity, interpretation, construction, and performance of this Agreement:

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.

20. If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable, the Parties shall make good faith efforts to modify this Agreement in a manner to implement the intent of the Parties as embodied herein. Any resulting modification and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. This Agreement may be amended by the written agreement of both parties. No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute one party a partner, agent, or legal representative of the other party or to create any fiduciary relationship between the parties.

FAIRFAX COUNTY, VIRGINIA

By ATH Griffin  
Anthony H. Griffin  
County Executive

9/12/08  
Date

DISTRICT OF COLUMBIA

By William O. Howland, Jr.  
William O. Howland, Jr., Director  
Department of Public Works

12-4-2008  
Date

By David P. Gagan  
David P. Gagan, CPPO  
Chief Procurement Officer

DEC 05 2008  
Date