

SOLICITATION, OFFER, AND AWARD			1. Caption: Household Hazardous Waste (HHW) Collection and Disposal services			Page of Pages 1 82	
			2. Contract Number		3. Solicitation Number DCKT-2011-B-0147		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency
				5. Date Issued 8/23/2011		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14th Street, NW 6th Floor Washington, DC 20009				8. Address Offer to: Office of Contracting and Procurement Bid Room (Reeves Center) 2000 14th Street, NW 3rd Floor Washington, DC 20009			
<small>NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"</small>							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, N.W., 3rd Floor Bid Room</u> until <u>2:00 P.M.</u> local time <u>6-Sep-11</u> <small>(Hour) (Date)</small>							
<small>CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.</small>							
10. For Information Contact		A. Name Adele E. Smith		B. Telephone (Area Code) 202 (Number) 671-2389 (Ext)		C. E-mail Address Adele.Smith@dc.gov	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Public Works (the “District”) is seeking a contractor to provide household hazardous waste (HHW) collection and disposal services.

B.2 The District contemplates award of requirements contract.

B.2.1 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein 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. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after contract expiration date.

B.3 PRICE SCHEDULE

B.3.1 Set-Up Fee Per Day:

The set-up fee per day represents the unit price bid to perform the scope of services for one HHW Disposal Day as described in Section C.4.1. While District will limit acceptance of HHW at the Facility to seven hours per day, starting at 8:00 a.m. on Saturdays, the Contractor’s workers shall appear on-site at the Facility one hour early to set up for the HHW Disposal Day and remain on-site at the Facility until all HHW is properly lab packed, bulked, labeled, stored and/or transported off-site and all recordkeeping and inspection requirements have been met. The Contractor shall complete such work by 4:00 p.m. each HHW Disposal Day.

B.3.2 Base Year

Contract Line Item Number	Description	Unit Price	Estimated Quantity	Estimated Amount
0001	Set Up at Ft. Totten per Event	\$____.____	24 events	
0002	Set Up for One Day Drop Off Event (other than at Ft. Totten) or Emergencies	\$____.____	12 events	
0003	Annual Training (Refer to Section C.4.12)	\$____.____	1	
0004	Disposal Price (See waste category breakdown below)			

A. Disposal Price Worksheet - Unit Price per Container

See table below for breakdown of Disposal Price (CLIN 0004) by waste category. Unit price includes transportation, treatment and disposal costs, replenishment of material of HHW collection facility (e.g. drums, vermiculite).

- a. PKG = Packaging Method: BU = Bulk, LP = Labpack, LO = Loosepack, OP = Overpack, PAL = Palletize, O = Other (specify)
- b. Container size use 8.5 pounds/gallon ratio = Cubic Yd. Box^c, 55 Gal Drum^c 30 Gal Drum^c 5 Gal Drum^c
- c. Lead Acid Batteries = 40 lbs each
- d. Unit Price = Price Per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)

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Household Hazardous Waste (HHW) Collection
and Disposal Services

Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Flammable Liquid	LP	55 gal	60		
	BU	55 gal	10		
	LO	Cu. Yd. box	34		
Flammable Solid	LP	55 gal	7		
Oil-Based Paint	LP	55 gal	10		
	BU	55 gal	22		
	LO	Cu. Yd. box	12		
Latex Paint	LP	55 gal	30		
	BU	55 gal	66		
	LO	Cu. Yd. box	36		
Pesticides Liquid	LP	55 gal	32		
Pesticide Solid	LP	55 gal	34		
Corrosive Liquid, Acidic, Inorganic	LP	55 gal	10		
Corrosive Liquid, Acidic, Organic	LP	55 gal	10		
Corrosive Liquid Base, Inorganic	LP	55 gal	26		
Corrosive Liquid Base, Organic	LP	55 gal	26		
Toxic Liquid, Inorganic	LP	5 gal	6		
Organic Peroxide, Type D, Liquid	LP	5 gal	5		
Oxidizer	LP	55 gal	12		
Mercury	LP	5 gal	11		
PCB Containing Paint	LO	30 gal	5		
Other PCB (i.e. ballasts)	LO	30 gal	5		
Corrosive Aerosols	LO	55 gal	5		
Flammable Aerosols	LO	55 gal	17		
Aerosols	LO	Cu. Yd. Box	2		

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Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Antifreeze	BU	500 gal	6		
Motor Oil	BU	500 gal	10		
Lead Acid Batteries ^c	LP	30 gal	37 each		
Household Batteries (Recyclable)	LP	30 gal	21		
	LP	55 gal	3		
Household Batteries (non recyclable)	LP	30 gal	10		
	LP	55 gal	2		
Fluorescent Light Bulb	LP	350 bulbs	5		
Fluorescent Light Bulb	LO	Per linear foot	5,650		
Asbestos	LP	55 gal	15		
Fire Extinguishers	LP	55 gal	10		
Pressurized cylinder	LP	55 gal	18		
Propane Tanks (BBQ size)	LO	Cu. Yd. Box	32 each		
Computer Monitors & TVs	LO	PAL	276		
Other Electronic Equipment	LO	Cu. Yd. Box	48		
Combination of Computer Monitors, TV and all other Electronic Equipments	LO	20 yd. roll off	7		
Total Estimated Price for Waste Disposal (CLIN 0004)					

B.3.3 Option Year 1

Contract Line Item Number	Description	Unit Price	Estimated Quantity	Estimated Amount
1001	Set Up at Ft. Totten per Event	\$____.____	24 events	
1002	Set Up for One Day Drop Off Event (other than at Ft. Totten) or Emergencies	\$____.____	12 events	
1003	Annual Training (Refer to Section C.4.12)	\$____.____	1	
1004	Disposal Price (See waste category breakdown below)			

A. Disposal Price Worksheet - Unit Price per Container

See table below for breakdown of Disposal Price (CLIN 1004) by waste category. Unit price includes transportation, treatment and disposal costs, replenishment of material of HHW collection facility (e.g. drums, vermiculite).

- a. PKG = Packaging Method: BU = Bulk, LP = Labpack, LO = Loosepack, OP = Overpack, PAL = Palletize, O = Other (specify)
- b. Container size use 8.5 pounds/gallon ratio = Cubic Yd. Box^c, 55 Gal Drum^c 30 Gal Drum^c 5 Gal Drum^c
- c. Lead Acid Batteries = 40 lbs each
- d. Unit Price = Price Per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)

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Household Hazardous Waste (HHW) Collection
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Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Flammable Liquid	LP	55 gal	60		
	BU	55 gal	10		
	LO	Cu. Yd. box	34		
Flammable Solid	LP	55 gal	7		
Oil-Based Paint	LP	55 gal	10		
	BU	55 gal	22		
	LO	Cu. Yd. box	12		
Latex Paint	LP	55 gal	30		
	BU	55 gal	66		
	LO	Cu. Yd. box	36		
Pesticides Liquid	LP	55 gal	32		
Pesticide Solid	LP	55 gal	34		
Corrosive Liquid, Acidic, Inorganic	LP	55 gal	10		
Corrosive Liquid, Acidic, Organic	LP	55 gal	10		
Corrosive Liquid Base, Inorganic	LP	55 gal	26		
Corrosive Liquid Base, Organic	LP	55 gal	26		
Toxic Liquid, Inorganic	LP	5 gal	6		
Organic Peroxide, Type D, Liquid	LP	5 gal	5		
Oxidizer	LP	55 gal	12		
Mercury	LP	5 gal	11		
PCB Containing Paint	LO	30 gal	5		
Other PCB (i.e. ballasts)	LO	30 gal	5		
Corrosive Aerosols	LO	55 gal	5		
Flammable Aerosols	LO	55 gal	17		
Aerosols	LO	Cu. Yd. Box	2		
Antifreeze	BU	500 gal	6		

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Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Motor Oil	BU	500 gal	10		
Lead Acid Batteries ^c	LP	30 gal	37 each		
Household Batteries (Recyclable)	LP	30 gal	21		
	LP	55 gal	3		
Household Batteries (non recyclable)	LP	30 gal	10		
	LP	55 gal	2		
Fluorescent Light Bulb	LP	350 bulbs	5		
Fluorescent Light Bulb	LO	Per linear foot	5,650		
Asbestos	LP	55 gal	15		
Fire Extinguishers	LP	55 gal	10		
Pressurized cylinder	LP	55 gal	18		
Propane Tanks (BBQ size)	LO	Cu. Yd. Box	32 each		
Computer Monitors & TVs	LO	PAL	276		
Other Electronic Equipment	LO	Cu. Yd. Box	48		
Combination of Computer Monitors, TV and all other Electronic Equipments	LO	20 yd. roll off	7		
Total Estimated Price for Waste Disposal (CLIN 1004)					

B.3.4 Option Year 2

Contract Line Item Number	Description	Unit Price	Estimated Quantity	Estimated Amount
2001	Set Up at Ft. Totten per Event	\$____.____	24 Events	
2002	Set Up for One Day Drop Off Event (other than at Ft. Totten) or Emergencies	\$____.____	12 Events	
2003	Annual Training (Refer to Section C.4.12)	\$____.____	1	
2004	Disposal Price (See waste category breakdown below)			

A. Disposal Price Worksheet - Unit Price per Container

See table below for breakdown of Disposal Price (CLIN 2004) by waste category. Unit price includes transportation, treatment and disposal costs, replenishment of material of HHW collection facility (e.g. drums, vermiculite).

- a. PKG = Packaging Method: BU = Bulk, LP = Labpack, LO = Loosepack, OP = Overpack, PAL = Palletize, O = Other (specify)
- b. Container size use 8.5 pounds/gallon ratio = Cubic Yd. Box^c, 55 Gal Drum^c 30 Gal Drum^c 5 Gal Drum^c
- c. Lead Acid Batteries = 40 lbs each
- d. Unit Price = Price Per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)

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	A	B	C	D	E
Waste Category (Material Type)	PKG ^a	Packing container size ^b	Estimated Qty	Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	Extended Price (C x D)
Flammable Liquid	LP	55 gal	60		
	BU	55 gal	10		
	LO	Cu. Yd. box	34		
Flammable Solid	LP	55 gal	7		
Oil-Based Paint	LP	55 gal	10		
	BU	55 gal	22		
	LO	Cu. Yd. box	12		
Latex Paint	LP	55 gal	30		
	BU	55 gal	66		
	LO	Cu. Yd. box	36		
Pesticides Liquid	LP	55 gal	32		
Pesticide Solid	LP	55 gal	34		
Corrosive Liquid, Acidic, Inorganic	LP	55 gal	10		
Corrosive Liquid, Acidic, Organic	LP	55 gal	10		
Corrosive Liquid Base, Inorganic	LP	55 gal	26		
Corrosive Liquid Base, Organic	LP	55 gal	26		
Toxic Liquid, Inorganic	LP	5 gal	6		
Organic Peroxide, Type D, Liquid	LP	5 gal	5		
Oxidizer	LP	55 gal	12		
Mercury	LP	5 gal	11		
PCB Containing Paint	LO	30 gal	5		
Other PCB (i.e. ballasts)	LO	30 gal	5		
Corrosive Aerosols	LO	55 gal	5		
Flammable Aerosols	LO	55 gal	17		
Aerosols	LO	Cu. Yd. Box	2		
Antifreeze	BU	500 gal	6		

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Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Motor Oil	BU	500 gal	10		
Lead Acid Batteries ^c	LP	30 gal	37 each		
Household Batteries (Recyclable)	LP	30 gal	21		
	LP	55 gal	3		
Household Batteries (non recyclable)	LP	30 gal	10		
	LP	55 gal	2		
Fluorescent Light Bulb	LP	350 bulbs	5		
Fluorescent Light Bulb	LO	Per linear foot	5,650		
Asbestos	LP	55 gal	15		
Fire Extinguishers	LP	55 gal	10		
Pressurized cylinder	LP	55 gal	18		
Propane Tanks (BBQ size)	LO	Cu. Yd. Box	32 each		
Computer Monitors & TVs	LO	PAL	276		
Other Electronic Equipment	LO	Cu. Yd. Box	48		
Combination of Computer Monitors, TV and all other Electronic Equipments	LO	20 yd. roll off	7		
Total Estimated Price for Waste Disposal (CLIN 2004)					

B.3.5 Option Year 3

Contract Line Item Number	Description	Unit Price	Estimated Quantity	Estimated Amount
3001	Set Up at Ft. Totten per Event	\$____.____	24	
3002	Set Up for One Day Drop Off Event (other than at Ft. Totten) or Emergencies	\$____.____	12	
3003	Annual Training (Refer to Section C.4.12)	\$____.____	1	
3004	Disposal Price (See waste category breakdown below)			

A. Disposal Price Worksheet - Unit Price per Container

See table below for breakdown of Disposal Price (CLIN 3004) by waste category. Unit price includes transportation, treatment and disposal costs, replenishment of material of HHW collection facility (e.g. drums, vermiculite).

- a. PKG = Packaging Method: BU = Bulk, LP = Labpack, LO = Loosepack, OP = Overpack, PAL = Palletize, O = Other (specify)
- b. Container size use 8.5 pounds/gallon ratio = Cubic Yd. Box^c, 55 Gal Drum^c 30 Gal Drum^c 5 Gal Drum^c
- c. Lead Acid Batteries = 40 lbs each
- d. Unit Price = Price Per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)

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Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Flammable Liquid	LP	55 gal	60		
	BU	55 gal	10		
	LO	Cu. Yd. box	34		
Flammable Solid	LP	55 gal	7		
Oil-Based Paint	LP	55 gal	10		
	BU	55 gal	22		
	LO	Cu. Yd. box	12		
Latex Paint	LP	55 gal	30		
	BU	55 gal	66		
	LO	Cu. Yd. box	36		
Pesticides Liquid	LP	55 gal	32		
Pesticide Solid	LP	55 gal	34		
Corrosive Liquid, Acidic, Inorganic	LP	55 gal	10		
Corrosive Liquid, Acidic, Organic	LP	55 gal	10		
Corrosive Liquid Base, Inorganic	LP	55 gal	26		
Corrosive Liquid Base, Organic	LP	55 gal	26		
Toxic Liquid, Inorganic	LP	5 gal	6		
Organic Peroxide, Type D, Liquid	LP	5 gal	5		
Oxidizer	LP	55 gal	12		
Mercury	LP	5 gal	11		
PCB Containing Paint	LO	30 gal	5		
Other PCB (i.e. ballasts)	LO	30 gal	5		
Corrosive Aerosols	LO	55 gal	5		
Flammable Aerosols	LO	55 gal	17		
Aerosols	LO	Cu. Yd. Box	2		
Antifreeze	BU	500 gal	6		

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Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Motor Oil	BU	500 gal	10		
Lead Acid Batteries ^c	LP	30 gal	37 each		
Household Batteries (Recyclable)	LP	30 gal	21		
	LP	55 gal	3		
Household Batteries (non recyclable)	LP	30 gal	10		
	LP	55 gal	2		
Fluorescent Light Bulb	LP	350 bulbs	5		
Fluorescent Light Bulb	LO	Per linear foot	5,650		
Asbestos	LP	55 gal	15		
Fire Extinguishers	LP	55 gal	10		
Pressurized cylinder	LP	55 gal	18		
Propane Tanks (BBQ size)	LO	Cu. Yd. Box	32 each		
Computer Monitors & TVs	LO	PAL	276		
Other Electronic Equipment	LO	Cu. Yd. Box	48		
Combination of Computer Monitors, TV and all other Electronic Equipments	LO	20 yd. roll off	7		
Total Estimated Price for Waste Disposal (CLIN 3004)					

B.3.6 Option Year 4

Contract Line Item Number	Description	Unit Price	Estimated Quantity	Estimated Amount
4001	Set Up at Ft. Totten per Event	\$____.____	24	
4002	Set Up for One Day Drop Off Event (other than at Ft. Totten) or Emergencies	\$____.____	12	
4003	Annual Training (Refer to Section C.4.12)	\$____.____	1	
4004	Disposal Price (See waste category breakdown below)			

A. Disposal Price Worksheet - Unit Price per Container

See table below for breakdown of Disposal Price (CLIN 4004) by waste category. Unit price includes transportation, treatment and disposal costs, replenishment of material of HHW collection facility (e.g. drums, vermiculite).

- a. PKG = Packaging Method: BU = Bulk, LP = Labpack, LO = Loosepack, OP = Overpack, PAL = Palletize, O = Other (specify)
- b. Container size use 8.5 pounds/gallon ratio = Cubic Yd. Box^c, 55 Gal Drum^c 30 Gal Drum^c 5 Gal Drum^c
- c. Lead Acid Batteries = 40 lbs each
- d. Unit Price = Price Per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)

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Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Flammable Liquid	LP	55 gal	60		
	BU	55 gal	10		
	LO	Cu. Yd. box	34		
Flammable Solid	LP	55 gal	7		
Oil-Based Paint	LP	55 gal	10		
	BU	55 gal	22		
	LO	Cu. Yd. box	12		
Latex Paint	LP	55 gal	30		
	BU	55 gal	66		
	LO	Cu. Yd. box	36		
Pesticides Liquid	LP	55 gal	32		
Pesticide Solid	LP	55 gal	34		
Corrosive Liquid, Acidic, Inorganic	LP	55 gal	10		
Corrosive Liquid, Acidic, Organic	LP	55 gal	10		
Corrosive Liquid Base, Inorganic	LP	55 gal	26		
Corrosive Liquid Base, Organic	LP	55 gal	26		
Toxic Liquid, Inorganic	LP	5 gal	6		
Organic Peroxide, Type D, Liquid	LP	5 gal	5		
Oxidizer	LP	55 gal	12		
Mercury	LP	5 gal	11		
PCB Containing Paint	LO	30 gal	5		
Other PCB (i.e. ballasts)	LO	30 gal	5		
Corrosive Aerosols	LO	55 gal	5		
Flammable Aerosols	LO	55 gal	17		
Aerosols	LO	Cu. Yd. Box	2		
Antifreeze	BU	500 gal	6		

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Waste Category (Material Type)	A PKG ^a	B Packing container size ^b	C Estimated Qty	D Unit Price ^d per Container (except for Lead Acid Batteries and Propane Tanks which are priced per item)	E Extended Price (C x D)
Motor Oil	BU	500 gal	10		
Lead Acid Batteries ^c	LP	30 gal	37 each		
Household Batteries (Recyclable)	LP	30 gal	21		
	LP	55 gal	3		
Household Batteries (non recyclable)	LP	30 gal	10		
	LP	55 gal	2		
Fluorescent Light Bulb	LP	350 bulbs	5		
Fluorescent Light Bulb	LO	Per linear foot	5,650		
Asbestos	LP	55 gal	15		
Fire Extinguishers	LP	55 gal	10		
Pressurized cylinder	LP	55 gal	18		
Propane Tanks (BBQ size)	LO	Cu. Yd. Box	32 each		
Computer Monitors & TVs	LO	PAL	276		
Other Electronic Equipment	LO	Cu. Yd. Box	48		
Combination of Computer Monitors, TV and all other Electronic Equipments	LO	20 yd. roll off	7		
Total Estimated Price for Waste Disposal (CLIN 4004)					

B.4 A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Department of Public Works (DPW) is seeking a qualified Contractor, with experience in household hazardous waste collection or running a permanent HHW collection site, to furnish all labor, materials, equipment and incidental items necessary to provide Household Hazardous Waste (HHW). Collection services which will include receiving Household Hazardous Waste and may include at a later date, Electronic Recycling (E-cycling) from the Ft. Totten Transfer Station. The primary objective would be for the Contractor to provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the District's Household Hazardous Waste Collection Program in the most cost effective manner.

The Contractor will perform a full range of services which will include, but are limited to: collecting, sorting, recycling, treating, categorizing, packaging, labeling, marking, manifesting, transporting, and disposing of a wide variety of collected household hazardous waste/materials. Also, the Contractor will promptly respond to the processing of all unknown materials, which includes, but is not limited to, sampling and identifying unknown waste/analysis. The unknown materials, after being identified, will then be incorporated into the appropriate waste streams for recycling and/or packing and disposal. Services include the receiving and managing of HHW waste generated by District households. The Contractor shall not dispose as hazardous, any materials that can be managed as non-hazardous waste.

C.2 DEFINITIONS

C.2.1 Acceptable HHW - Acceptable types of HHW include but not limited to Antifreeze, Automotive and Household Batteries, Disinfectants, Waxes and Cleaners, Paints, Solvents, and Thinners, Paint Removers and Strippers, Additives, Gasoline, Flushes, Auto Repair Material, Motor Oil, Diesel Oil, Photo and Pool Chemicals, Glues and Cements, Fluorescent Light Bulbs, Propane Tanks and Other Compressed Gas Cylinders, Mercury Thermostats, Electronics, Kerosene, Home Heating Oil, Gas/Oil Mix and Lighter Fluid, Chemistry Sets, Charcoal Fluid, Inks and Dyes, Oven Cleaners, Degreasers and Spot Removers, Toilet, Drain and Septic Tank Cleaners, Polishes, Chimney Cleaners, Insecticides, Fungicides, Herbicides, and Fertilizers. The Contractor shall collect other household products that are flammable, corrosive, reactive, or toxic including without limitation corrosive acids, hydrochloric acid and hydrofluoric acid, as defined by federal and local laws, rules, and regulations, and would be regulated hazardous waste if they were generated by regulated generators.

C.2.2 Contributor of HHW – District Resident that is dropping off HHW

- C.2.3 District's Facility** – Refers to the Fort Totten Transfer Station for monthly collections and other locations selected by the District for one-day events.
- C.2.4 Generator of HHW** – The Contractor.
- C.2.5 Qualified Contractor/Subcontractor** – A contractor with experience in the collection and disposal of household hazardous waste and who has a US Environmental Protection Agency (EPA) ID number and proof of the DC Department of the Environment Hazardous Waste Permit. Contractor and all sub contractors should have DOT transporter # for transporting Hazardous Materials, EPA ID # for all transporters, and EPA ID # for all Treatment, Storage, Disposal (TSD) facility.
- C.2.6 Unacceptable HHW** – Unacceptable HHW includes explosive material (including ammunition, fireworks and flares), radioactive material, PCBs, Shock-sensitive material, canceled or banned products, large pressurized gas cylinders, Solid Waste (household garbage) and Infectious, Biological, Biohazards, Sharps or Medical wastes.

C.3 BACKGROUND

The HHW Program, as designed, will provide an outlet for proper disposal of HHW and E-cycling with year round collection available for selected noxious and special waste. This program is open to all residents of the District of Columbia. The program will offer monthly collection for seven hours per day at the Ft. Totten Transfer Station 4900 Bates Road NE, Washington, DC 20010 with service available rain or shine. However, additional or alternate fixed sites may be established at a later date.

Household Hazardous Waste and or E-cycling includes, without limitations, certain automotive, kitchen, bathroom, hobby/recreational, home maintenance, and miscellaneous household wastes that are flammable, corrosive, reactive, or toxic, with options to manage and remarket (recycle) electronics and mobile phones as well.

The Department of Public Work goals and objectives for this contract are:

- a. Safely collect HHW from District Residents, but exclude hazardous waste generated by businesses and institutions.
- b. Minimize waiting time for Residents who line up to drop-off their HHW.
- c. Recycle collected HHW to the maximum extent feasible, and safely dispose of non-recycled HHW.
- d. Reduce the risk of improper disposal and illegal dumping.
- e. Save money and resources.

- f. Provision of periodic Conditionally Exempt Small Quantity Generator CESQG collection to local CESQG, at no cost to the District.

Historical HHW data for District is provided in Attachment J.9. The District currently uses an electronic recycler for such items as computers, TVs and other electronic equipment. However, the District may have the selected HHW contractor collect this waste.

At minimum, the Contractor can expect 200 to over a 1,000 vehicles per event.

C.4 REQUIREMENTS

C.4.1 Set-Up

C.4.1.1 The Contractor shall provide ALL of the necessary equipment and material for setting up and operating at the District's transfer station and any other sites designated for a HHW Collection. With advanced notice to the Contractor, the District may conduct one-day, satellite HHW events at remote locations around the District. However, the District reserves the right to opt to provide some or all of the equipment or materials required for setting up the collection center(s). Should the District exercise this option, the COTR will consult with Contractor prior to collection event.

- a) The contractor shall supply all necessary equipment and supplies including, but not limited to, HHW storage containment units, motor oil and antifreeze collection containers, drums, containers, absorbent, labels, appropriate shipping papers, personal safety equipment, fire extinguishers, secondary containment pallets, forklifts, vehicles, computers, office equipment, and any other equipment necessary to the operation of the monthly collection and one day drop-off events. Storage containers used shall be in full compliance with Federal Regulation 40 CFR-264.175.
- b) The Contractor shall provide set up for monthly events for the residents of the District. The events shall be located at (Ft Totten Transfer Station 4900 Bates Road NE, Washington, DC 20010). The site shall be approved and licensed by the District. The Contractor shall conduct collection activities within a sectioned area of the transfer station. For the convenience of the Contributors of HHW, the assigned site shall be open on Saturday, from 8am to 3pm, once per month.
- c) The Contractor shall provide sorting shelves, a forklift and other equipment to safely and efficiently sort, handle and lab pack the material. Each site shall also have a fire system, an eyewash and

shower, and other equipment and procedures to ensure that the area is safe and secure.

- d) The Contractor shall conduct pre-collection event health and safety meetings and include District personnel as attendees.
- e) For materials that may be stored at Ft. Totten, the Contractor shall provide up to 2 each 8' w x 20'l fire protected, metal storage sheds for installation on District owned property.
- f) For oil and antifreeze drop offs that occur after event hours at Ft. Totten, the Contractor shall provide "Igloo" disposal containers for oil and antifreeze.

C.4.1.2 The Contractor shall establish a configuration to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the Districts Disposal Manager and the Site/Project Manager. Specific legible instructions and traffic control signs shall be provided by the Contractor as required and shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic.

C.4.1.3 The Contractor shall establish a drive up area and a designated drop off area for used motor oil and antifreeze for hours the site is not open. Used oil storage must comply with 20 DCMR 4279 and any subsequent revisions to 20 DCMR. Containers must be in secondary containment, and must be equipped with a self closing mechanism. Used oil containers must be labeled prominently with the words "Used Oil". The Contractor shall provide signage to inform the public of the appropriate contents and use of the storage equipment.

C.4.1.4 The Contractor shall keep the area clean from spills, trash and leave the site the same way they found it before the event. The HHW collection area, which includes, but is not limited to, the following: drive-through area for unloading, sorting, packaging, and storage of the HHW, and an area dedicated to recycling of collecting used motor oil and antifreeze.

C.4.1.5 The Contractor shall provide all spill control measures which are necessary to control any type of spill. Additional control measures shall be provided by the Contractor, as necessary. The Contractor is completely responsible for the cleanup and any associated cost of any spill as a result of their activities at the pickup site and during transportation. The Contractor shall clean up spills in accordance with federal, state, and local regulation and verify that the cleanup meets applicable cleanup standards.

C.4.1.6 The Contractor shall obtain a permanent ID number for Ft. Totten and temporary ID#s for any remote collections for the responsibilities of operating an HHW site. This includes for the collection, storage, transport, handling and disposal of HHW. EPA form 8700-12 must be submitted to the District Department of Environment (DDOE) office located at 1200 1st Street, NE., 5th Floor Washington, DC 20002, telephone 202-535-2290.

C.4.2 Material Handling

C.4.2.1 The Contractor shall receive, sort, and package HHW for removal from the Ft. Totten Transfer Station or segregate bulk and pack the materials and store them for shipment within an area designated in the Transfer Station on a monthly basis and remove collected HHW for recycling or disposal on a monthly basis or as otherwise determined by DPW.

C.4.2.2 The Contractor shall provide on-site identification of all hazardous waste received at the collection events. Identification shall be sufficient to properly package all hazardous waste pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.

C.4.2.3 The Contractor shall promptly remove all HHW from Contributors' vehicles. Contributors shall not be allowed to remove their own materials.

C.4.2.4 The Contractor shall accept only waste generated by District residential households. The Contractor shall not accept hazardous wastes from non-residential generators. The Contractor shall not accept any HHW or other wastes generated outside the boundaries of the District of Columbia. The Contractor is afforded the right to refuse to accept material it identifies as non-residential.

C.4.2.5 Upon receiving waste, the Contractor shall ask the Contributor of HHW to remain until all items delivered have been checked for acceptability. Any container with questionable or non-existent markings will be managed by the following procedures:

- a) The Contributor of HHW shall be questioned for any knowledge about the material, such as where it was stored, how it was used and by whom, and how old it may be.
- b) Contractor's personnel shall determine if they recognize the material from visual observation, and shall compare this for consistency with the HHW Contributor's verbal or written responses.

- c) If the material is still unidentifiable, Contractor's personnel shall conduct a series of "fingerprint" chemical characterization tests to determine proper packaging for storage, shipment and disposal. The chemist shall complete a written summary of the tests which will be submitted along with the invoice. There shall be no charge to District for these tests beyond the labor time required.
- d) When unidentifiable material is brought to the HHW site, the Contractor shall provide a form to the contributor to complete. The forms will record the contributor's name, location, and materials brought to the HHW site.

C.4.2.6 The Contractor shall identify materials deemed acceptable HHW, which may include addition material not listed in this Scope of Work. The Contractor shall accept all HHW from Contributors that has been identified as acceptable.

- a) Propane cylinders (20 pounds in weight or less) will be handled as recyclable hazardous material.
- b) Fire extinguishers must be accepted, managed and disposed of by the Contractor.
- c) Latex paint is the largest single-volume material received. All water-based (latex) paints delivered in solidified form must be disposed of as trash when received. Any water-based paint must be solidified and then disposed of as trash. The Contractor must, at every opportunity, educate the resident about how to self-manage any water-based paints they have in the future.

C.4.2.7 Should a Contributor deliver Unacceptable Waste to the District's Facility, the Contractor shall not accept it, and instead shall make a notation on a log entitled Unacceptable Waste.

- a) The Contractor shall provide instructions to Contributor on proper disposal of waste rejected.

C.4.2.8 In the event that wastes are left anonymously during times other than receiving hours, the Contractor shall assume these wastes are from households and accept them (unless due to permit restriction or policy, the Contractor is not able to accept the abandoned wastes). The Contractor shall record the wastes on survey forms, as received from an unknown Contributor, and process them through the same procedures as for any other identified or unidentified waste, as appropriate.

C.4.2.9 The Contractor shall segregate and classify by hazard class the HHW brought to the District's Facility.

- a) The Contractor shall be required to physically and chemically identify unknown chemicals in order to classify, sort and pack unknown HHW in accordance with their proper DOT hazard classes. All other materials at the site must be properly packaged prior to testing of unknown chemicals. If drums or large containers of unknown materials are delivered to the site, the Contractor shall follow the identified procedure (C.4.2.5).
- b) The Contractor shall lab pack HHW.
- c) The Contractor shall consolidate HHW brought to the site.

C.4.2.10 The Contractor shall perform all end-of-day procedures, including the proper consolidation of all materials requiring consolidation and taking a written inventory, in duplicate, of materials. A copy of the written inventory shall be submitted to the COTR at the end of each work day.

C.4.2.11 The Contractor shall be responsible for collecting, sorting, recycling, treating, categorizing, packaging, labeling, marking, manifesting, transporting, measuring and disposing of a wide variety of collected household hazardous waste materials. The Contractor shall make sure there are no spills and shall clean up any spills caused as a result of storing the materials. The Contractor shall load the materials on truck to be transported to disposal site.

C.4.2.12 The Contractor shall label and mark containers prior to storage and transportation. No HHW shall be stored at the Fort Totten Transfer Station for more than ninety (90) days or after the Transfer Station's storage areas reach 80% of capacity, i.e., 3,520 gallons total in the prefabricated HHW storage units, whichever is earlier. No HHW shall be transported off-site until approved by the District for transportation.

- a) For one day events, the Contractor shall remove all waste for disposal at the end of the day. No waste shall remain on site after collection. If the residents drop off HHW after the event is over, the Contractor shall be responsible for proper removal of the material.

C.4.2.13 The Contractor shall transport the HHW to Federal EPA approved Treatment Storage and Disposal Facilities (TSDFs) for treatment, recycling, incineration or landfilling.

C.4.2.14 The Contractor shall prepare the shipping documents for approval and signature by the District prior to transporting the waste.

- C.4.2.15** The Contractor shall provide interim and final recycling or disposal of all HHW with the exception of those items the District will disposal of themselves.
- C.4.2.16** Prior to removing the HHW off-site to a Designated Disposal/Recycling Facility, the Contractor shall either weigh the vehicle used to transport the HHW or weigh the HHW containers separately and individually.
- a) If the Contractor weighs the vehicle(s) utilized to remove the HHW, a tare weight of the vehicle(s) shall be determined. After the Contractor loads the vehicle(s) and prepares them for shipment, the vehicles are to be weighed prior to leaving the Transfer Station. All vehicle weighing is to occur at the District's scales on-site at the Ft. Totten Transfer Station and shall be witnessed by the District Site Manager. If the weighing involves a vehicle, the District will issue scale tickets for the tare weight and the gross weight. The tare weight of the drums shall be subtracted from the vehicle's net weight.
- C.4.2.17** The Contractor shall complete a Daily Inspection Report at the end of each work day.
- C.4.2.18** The Contractor shall supply the District with copies of all shipping documents for all HHW accepted during the operation of the site during the Contract Term. Shipping documents include manifests, bills of lading, packing slips, certificates of destruction/disposal/recycling, verifying the methods of transportation, destruction and disposal/recycling of the HHW. The Contractor shall supply the District with manifests signed by representatives of the Designated Recycling/Disposal Facility within thirty-five (35) days of the date of shipment.
- C.4.2.19** The Contractor shall comply with all applicable Federal, State and Local laws, regulations and ordinances pertaining to the environment and shall be responsible for any discharge to the environment that violates applicable laws. In the event that any discharge to the environment or harm to the environment has been caused, the Contractor shall notify the COTR and Homeland Security and Emergency Management Agency (HSEMA) immediately.
- C.4.2.20** If the HHW delivered to the site is not included in one of the categories in the Price Schedule, the Contractor and District shall, in good faith, attempt to correct any improper containerization, marking or labeling to enable Contractor to accept such non-conforming waste materials at a facility. If the parties cannot resolve the same within a reasonable time after Contractor notifies District, or District notifies Contractor, that the waste materials are non-conforming, the Contractor shall make prompt

arrangements for the removal of such non-conforming waste materials from the HHW site to another lawful place of disposition. The Contractor agrees to incur all expenses and other charges with respect to the non-conforming waste materials.

C.4.3 Waste Disposal

C.4.3.1 The Contractor shall follow the disposal hierarchy established by the District as much as possible. If recycling is not an option, fuel incineration is preferred over destructive incineration and incineration is preferred over landfill disposal. The Contractor shall work with the District to select appropriate recycling and disposal options for all hazardous materials collected by the program.

C.4.3.2 The Contractor shall provide for transportation of the packaged wastes (hazardous and/or non-hazardous) from all HHW Collection Events to the disposal and recycling facilities identified for use. The Contractor shall provide all material, packaging, equipment and properly licensed labor necessary to transport the wastes. After loading of the vehicle(s) by Contractor's personnel, the Contractor shall be required to secure the load for transport.

C.4.3.3 All vehicles used by the Contractor to transport waste shall be properly registered and have all necessary permits required by each State through which the vehicle must travel to reach the disposal facility. The Contractor shall provide, to the COTR, the EPA I.D. Number of the transporter prior to contract award, as well as documentation to satisfy that the transporter meets the requirements of 49 CFR Subpart 172.700. If the transporter changes at any time during the contract term, the Contractor shall provide the EPA I.D. number to the COTR. The Contractor shall also demonstrate that the transporter(s) is in compliance with the U.S. Department of Transportation Rules and Regulations regarding handling and transportation of hazardous materials and all CDL licenses and hazardous endorsements.

C.4.3.4 The District reserves the right to require the Contractor to cease use of a subcontractor which has been cited for substantial or repetitive violations of laws concerning permits, transportation or operations.

C.4.3.5 The Contractor shall minimize the actual number of drums or containers that will be disposed of at a permitted treatment, storage, or disposal facility where hazardous waste is taken and appropriately managed, or a Class I hazardous waste landfill. The Contractor is expected to work to reduce program costs wherever possible through efforts including, but not

limited to, through utilization of recycling and re-use, bulking, exploring competitive transportation, treatment and disposal options.

C.4.4 Emergency Supplies and Services

When called by the District, the Contractor shall provide equipment and supplies in the event of an emergency such as an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, an act of a public enemy, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

C.4.5 Community Outreach

The District promotes the reduction in use of hazardous materials through education. The Contractor shall also assist the District in developing and distributing educational materials and making other reasonable efforts to educate residents in safe use and storage of products.

- a) The Contractor shall provide the District with the latest up-to-date information on proper disposal, storage and materials that are no longer considered HHW.
- b) The Contractor may be asked to develop flyers on HHW.
- c) The Contractor shall hand out educational materials to the public at the Ft. Totten HHW site and display educational materials at satellite collection sites.

C.4.6 Hours and Days of Operation

C.4.6.1 The monthly HHW collection is scheduled to be open to the public from 8:00 am to 3:00 pm. The typical operating day will be one day Saturday of each month. The first Saturday of each month except when delayed by a Holiday. The collection site will observe the same holidays as the District government (Martin Luther King Jr Day, Washington's Birthday, DC Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, thanksgiving Day and Christmas Day). The Contractor shall mobilize at the collection site at least one hour prior to the site opening to set up and perform the work described herein for HHW a collection day scheduled by the District.

C.4.6.2 The District reserves the right to cancel or reduce the hours of operation of any scheduled collection due to inclement weather, reduced participation, funding shortfalls, or other reasons.

C.4.7 Inclement Weather

The monthly and one day events will occur regardless of weather, unless the weather poses a safety concern (e.g. lightning or high winds). If the District Government is closed the HHW collection site will be closed. The COTR or designated representative may cancel a scheduled HHW collection event in case of exceptionally inclement weather. Weather conditions (which may result in the cancellation of a collection event) include heavy snow accumulation, heavy rains, lightning, strong winds, flooding, extreme high or low temperatures and hazardous road conditions. The decision to cancel a collection event may be based on existing inclement weather conditions or forecasts of inclement weather conditions.

C.4.8 Generator Status

For this contract, the Contractor is considered the *generator* of the HHW it accepts. As the *generator*, the Contractor shall be wholly responsible for complying with all local, state and federal hazardous waste regulations regarding the generation, transport and disposal of HHW, including all manifest requirements.

C.4.9 Personnel

C.4.9.1 The Contractor shall provide a minimum of four (4) trained personnel per collection site on collections days unless alternate arrangements with the District have been pre-approved, to include as follows: One (1) site/project manager, One (1) chemist, and Two (2) technicians, having at least one year experience in Household Hazardous Waste (HHW) field operations, including the identification, characterization, and handling of HHW.

C.4.9.2 The Contractor shall provide sufficient personnel to fully staff Collection Events. Required staffing levels will be set for each Collection Event based on historic participation data and as mutually agreed upon by the District and the Contractor.

C.4.9.3 The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the District.

C.4.9.4 All staff shall have required OSHA 40 hour HAZWOPER (Hazardous Waste Operations and Emergency Response) training.

C.4.9.5 The Contractor shall designate a Site/Project Manager responsible for directing Contractor supplied personnel for the purposes of conducting

monthly collection and one day HHW Drop-Off Events. The Contractor's Site/Project Manager shall give efficient and continuous supervision to the work, using his best skill and attention.

C.4.9.6 The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the District shall notify the Contractor and specify how the employee is incompetent or disorderly, and the Contractor shall take the steps to correct and remedy the situation, including disciplinary action, if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the Contract must possess a valid driver's license for the type of vehicle operated.

C.4.9.7 During the operation of the collection, and as long as Contractor's employees remain on the site, no alcoholic beverages or illegal drugs shall be possessed or consumed at any time. If it is determined that this directive has been violated, law enforcement officials will be immediately contacted. Any violation of this directive shall be grounds for Contract rescission. The Contractor's employees shall at all times provide excellent customer service i.e. politeness, courteousness, and refrain from use of profanity.

C.4.9.8 The Contractor's employees shall be uniformed and shall wear proper personal protective equipment, especially when handling any chemicals.

C.4.10 Inspection and Maintenance

C.4.10.1 The Contractor shall inspect Ft. Totten Transfer Station often enough to identify problems in time to prevent harm to human or the environment, and otherwise to address any leaks or spills, and to ensure that the cleanliness of each site is properly maintained.

C.4.10.2 The Contractor shall ensure that equipment is properly maintained. Some examples of maintenance that may be required are to keep ventilation equipment working, eye wash and shower tested monthly, fire protection system working, fire extinguishers are to be serviced annually, maintain plastic sheeting on ground/floor/roll-offs and replace/re-tape as necessary and maintenance logs shall be kept and available for inspection. Other equipment that should be properly maintained include forklifts, trucks.

C.4.11 Record Keeping, Documentation and Reporting

C.4.11.1 The Contractor shall submit on a monthly basis detailed records of the categories and amount of waste collected; chemical and generic terms by percentages; number of vehicles; total cost to the District; a comprehensive list to support invoices to the District. The monthly report

shall include an itemized list of each commodity collected, the type of container, the number of containers by size, per category, as well as per unit size, i.e. gallons or pounds that was processed. The Contractor shall also include in the report the number of vehicles services at each event.

- C.4.11.2** The Contractor shall provide the District with two (2) copies of the appropriate Hazardous Waste Manifest(s) for the state in which the disposal facility is located along with any required Hazardous Waste container labels with proper waste codes and waste descriptions completed. The Contractor must provide the District with signed copies of the Hazardous Waste Manifest (s) upon receipt of the waste.
- C.4.11.3** The Contractor shall supply all appropriate DOT shipping container labels for packages shipped affixed to the Contractor's containers and vehicles.
- C.4.11.4** The Contractor shall provide an original copy of the Certificate of Disposal, Treatment or Recycling for all household hazardous waste collected upon shipment to a Primary, Secondary or Emergency Facility.
- C.4.11.5** The Contractor shall provide an annual project report which shows household hazardous wastes collected during each event, disposition of all hazardous waste collected, and the total cost to the District. The annual report should show the cumulative total of waste collected by category.
- C.4.11.6** All reports produced by the Contractor during this project shall become the property of the District without restrictions or limitations upon their use.
- C.4.11.7** The Contractor must provide calendar year and fiscal year (October 1 through September 31) data concerning weights and material upon request by the COTR.
- C.4.11.8** The Contractor shall provide to the District a copy of any regulatory notices or citations issued at any transfer, treatment, or disposal facility that is or has been used for District household hazardous waste within ten (10) working days of issue.
- C.4.11.9** The Contractor shall keep maintenance logs to demonstrate compliance with monthly testing and/or operation requirements. Records of annual maintenance shall be kept available for inspection.

C.4.12 Training

- C.4.12.1** The Contractor shall provide training either through their facility or through another entity, which will enable District employees to perform all work-

related activities with the fully staffed monthly Household Hazardous Waste drop-off site. Training must comply with all Federal and Local requirements, as well as instruct employees on proper hazardous waste packing procedures, including filling out all required documents such as manifests, content identification sheets, and container labeling.

- a) Within 60 days after the contract is awarded, the Contractor and COTR will set up a date for the District employees to receive the training. Subsequently, prior to the beginning of each year of the contract, the Contractor and COTR will set up a date for District employees to be trained. The Contractor shall train a minimum of three employees each year. Such training shall occur on-site during waste removal operations and during the packaging and manifesting periods following the collection events.

C.4.12.2 The Contractor shall provide all 29 CFR 1910, 120 and other appropriate training for up to two (2) staff members of the Department of Public Works Solid Waste Management Administration, including all costs incurred, lodging travel per diem per each year of the contract.

C.4.12.3 Any personnel assigned by the Contractor to this contract shall have successfully completed a training program that teaches them to perform their duties in a way that ensures the HHW collection is operated in a manner that protects them and the public from potential health and safety hazards at the site and is protective of the environment.

- a) The Contractor's training program shall be taught by a person trained in hazardous waste management procedures, and will include instruction that teaches facility personnel hazardous waste management procedures (including contingency plan implementation) relevant to the positions in which they are employed. The person providing the training should have no less than 40 hours training in appropriate aspects of hazardous waste/material management including selection of protective clothing and equipment and emergency response.
- b) At a minimum, the training program shall be designed to ensure that facility personnel are able to respond effectively to emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems, including where applicable:
 - i. Procedures for using, inspecting, repairing, and replacing facility emergency and monitoring equipment;
 - ii. Communications or alarm systems;
 - iii. Response to fires or explosions;
 - iv. Response to discharges to the land surface; incidents; and
 - v. Shutdown of operations.

- c) All personnel who handle hazardous waste (or items which would be hazardous waste if regulated) should be trained in sorting materials by hazard class and compatibility group.
- d) Personnel will successfully complete the program required above within six months after the date of their employment or assignment to a site/facility. New employees should not work in unsupervised positions until they have completed the training requirements.
- e) The Contractor's personnel shall take part in an annual review of the initial training required.

C.4.13 Health and Safety

C.4.13.1 Security

- a) The Contractor shall secure the operational sites daily at the close of each day by locking all samples, packaged chemicals, site materials, emergency equipment in the appropriate storage buildings/areas.
- b) The District's Disposal Supervisor will have the authority to remove anyone from the site, and prohibit their re-entry, should the COTR or Contractor's site/project manager determines that the person threatens site safety and/or security.

C.4.13.2 Safety

- a) Contractor and District staff shall be required to follow basic protection guidelines which include but are not limited to the following:
 - i. Wearing of work uniform, safety glasses, and safety shoes.
 - ii. Wearing chemical gloves when working in the receiving area accepting waste materials shall be required.
 - iii. Lab packaging of chemical waste shall require the same level of protective gear as worn in the receiving area with the addition of a protective over suit.
 - iv. An individual air-purifying respirator, (equipped with organic vapor/acid gas/high efficiency combination cartridges) shall be available within reach of all personnel.
 - v. Each individual shall have a pair of chemical splash goggles available.
 - vi. Segregation and packaging of liquid waste shall require hazmat coveralls/apron, chemical gloves, chemical boots, or boot covers. Additionally, respiratory protection, and chemical goggles and face shield (if not using a full-face respirator) may

be required by the District or Contractor's Site/Project Manager.

- b) The Contractor shall provide safety equipment including fire extinguishers, a pressurized eye wash station, shower and any other safety equipment that is necessary to prevent and reduce injury to workers.
- c) The on-site District supervisor and the Site/Project Manager may upgrade or downgrade protection requirements, depending on the associated hazards, volume of traffic, and weather conditions.
- d) The Contractor shall allow periodic inspections that the District will conduct to determine if storage containers or storage structures are leaking or deteriorating.
- e) The Contractor shall have established health and safety, spill prevention and control, contingency, emergency and security measures that the Contractor employ at each Site, to adequately protect human health, safety, and the environment to the fullest extent possible from hazards associated with the operations of each HHW collection site.
- f) The Contractor shall utilize measures to protect equipment and supplies from potential property damage and theft.
- g) The Contractor shall provide a utilize measures to protect the health and safety of the Residents that may arrive at the Sites on foot or by bicycle.
- h) Upon award, the Contractor shall provide a copy of general Site layout that includes HHW handling and storage areas locating the waste types that would be managed in each area, the location of emergency and spill cleanup equipment, and traffic flow on each Site and on adjacent roadways.
- i) The entire collection area shall be designated a non-smoking area and be clearly marked by the District with "No Smoking" signs.

C.4.13.3 Spill Contingency Plan

- a) The Site/Project Manager shall notify and advise local emergency groups and agencies of collection events prior to public participation. A list of these agencies and services shall be maintained at the facility and shall include but not be limited to phone numbers and addresses of the nearest hospital, emergency medical transport, fire and police

departments. Directions to the nearest hospital shall be available to all personnel at each site.

- b) In addition, the Contractor shall provide, to the COTR before the first collection to the District, a written description of a safety and contingency plan in case highly reactive materials are delivered to the program.
- c) The Contractor shall have procedures in place that will contain any potential spills including spills in customer's vehicle or to their person.

C.4.13.4 Emergency Response Plan

- a) The Contractor's Site/Project Manager and the District's supervisor have the authority to activate the District's Emergency Plan. Under emergency conditions the Site/Project Manager will support and advise the District's supervisor or Designee.
- b) Emergency response guidelines include but shall not be limited to:
 - i. Worker Related – The Contractor shall maintain a first aid kit with sufficient supplies to care for minor injuries, heat stress problems.
 - ii. The Contractor shall provide an on-site emergency personal deluge shower station at the main location at 4900 Bates Road, NE.
 - iii. The Contractor shall provide a portable eye wash at alternate collection locations. In situations of inhalation of a toxic compound, the affected individual(s) shall be removed to fresh air and transported to an emergency medical facility, and other personnel will be evacuated if necessary. If transportation/evacuation by Contractor is not feasible, the ambulance or rescue squad should be contacted and site personnel shall continue first aid treatment until medical personnel arrive.
 - iv. Waste Related - Waste related incidents shall include but not be limited to, spill, fire, explosion, chemical reaction or release of toxic gases or vapors. In an emergency waste related situation the Disposal Supervisor shall be responsible for assessing the situation and shall initiate action. The Contractor shall have a medical surveillance program for personnel involved in the direct handling or exposure to the chemical waste or the primary containers to detect and correct job related injuries or conditions.
 - v. Training sessions for volunteers shall be provided by the Contractor's Safety Officer prior to any collection event occurring at this facility.
 - vi. The Contractor and District staff shall restrict public access to the site as appropriate.

- vii. The Contractor shall assist contributor's by removing chemical waste from their vehicles to the receiving area.
 - viii. An emergency air horn provided by the Contractor shall be placed in the active work location.
- c) Notification of emergency agencies will be the responsibility of the Site/Project manager and Disposal supervisor.
 - d) Emergencies may arise during the progress of the work that may require special effort or require extra shifts of men to continue the work beyond normal working hours. The Contractor shall be prepared in case of such emergencies, from whatever cause, to do all necessary work promptly in accordance with the Contract Documents, and the District shall be notified immediately of all such emergencies.
 - e) The Contractor shall file with the District the names, addresses, and telephone numbers/cell phone numbers and e-mail of his agents who can be contacted at any time in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

C.4.13.5 Site Supervision

- a) The Contractor shall repair any and all damage or injury to any part or portion of the buildings, roadways and parking areas, equipment, site improvements, facilities, devices and vehicles, caused by Contractor, its agents, servants and employees or by any other parties.
- b) Contractor shall maintain the buildings, roadways, parking areas, and all essential systems in good working order and free of litter and debris and shall surrender the buildings, roadways, parking areas, and all essential systems at the end of each HHW collection Day, during the term of the Contract, in a broom-clean condition, reasonable wear and tear excepted.
- c) The Contractor shall provide unrestricted access to all portions of the HHW Collection Program Site during each HHW Collection Day event to representatives of the District at all times, provided, however, that such representatives of District shall obey all safety precautions established by Contractor and shall not reasonably interfere with the performance by Contractor of its obligations as contained herein.
- d) The Contractor shall establish operating procedures to prevent and control fires and to minimize litter and odors during loading, transportation, and off-loading of the HHW.

- e) The Contractor shall be responsible for the cleanliness of the streets and lands adjacent to and in close proximity to the HHW Collection Program Site. This shall be limited to the collection of litter caused by the existence of the HHW Collection Program.

C.4.14 Liquidated Damages

C.4.14.1 The District may assess liquidated damages in the event that the Contractor does not fulfill their requirements. The parties further agree that the damages set forth below are fair and reasonable compensation to the District for the Contractor's failure to perform. These damages include:

- a. Failure to remove container(s)/equipment after **satellite event** \$350 to \$400 per container for outside contractor to remove container(s)
- b. Failure to secure open containers with tarps at the end of the day \$150 - \$2,000 per container
- c. Failure to keep hazardous waste site clean and neat \$500 per day
- d. Failure to keep compliant with environmental and safety (ex DC fire, OSHA, EPA, DDOE) regulations \$1,000 per citation, if not corrected within 10 days
- e. Failure to not complete set-up prior to 8:00 AM on the day of collection \$3,000 per incident
- f. Failure to not service collection event site \$25,000 per incident and limit 2 no shows before termination of the contract
- g. Failure to provide the minimum required number of staff for each collection event \$200 will be assessed per absent staff member

C.4.14.2 In addition to the above, if the District is forced to contract with another firm to perform the duties under this contract, the cost must be paid by the Contractor and could result in the District requiring performance under the Contractor's Performance Bond.

SECTION D: PACKAGING AND MARKING

- D.1** The Contractor shall comply with pre-transport requirements of 40 CFR Part 262, Sub-part C. Only local, state and federally approved containers and packing materials shall be utilized for the packaging and transport HHW and hazardous materials. Contractor is expected to remain at the Collection location until all hazardous materials are safely stored. The Contractor shall not, unless directed by the District, package non-hazardous solid waste or empty containers which do not qualify as hazardous materials. The Contractor will take out the empty containers that have contents that were very toxic or very flammable.
- D.2** The Contractor shall make provisions to consolidate compatible HHW in order to minimize per unit disposal costs. Additionally, the Contractor will make provisions to bulk flammable materials or other compatible wastes if such options are available.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period(s) shall be as specified in the Section B of the contract.

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the following:

SOW Section	Deliverable	Quantity	Format/ Method of Delivery	Due Date
C.4.2.5 c)	Summary of test results for unidentifiable material	1	Hardcopy to COTR	After test completed
C.4.2.5 d)	Form for Unidentifiable material	1	Hardcopy to contributor	At each event
C.4.2.10	Inventory of materials	1	Electronic or Hard copy to COTR	At end of each work day

Solicitation No: DCKT-2011-B-0147
Household Hazardous Waste (HHW) Collection
and Disposal Services

C.4.2.14	Shipping Documents	1	Affixed to containers and vehicles	Prior to Transporting
C.4.2.17	Daily Inspection Report	1	Hardcopy to COTR	End of Each Work Day
C.4.2.18	Shipping Documents including Manifest signed by Recycling/Disposal Facility	2	Hardcopy to COTR	Thirty-five (35) days of the date of shipment
C.4.3.3	EPA ID# for Transporter	1	Hardcopy to COTR	Prior to award
C.4.11.1	Monthly Records	1	Hardcopy to COTR	Monthly
C.4.11.2	Hazardous Waste Manifest	2	Hardcopy to COTR	Upon Receipt of Waste
C.4.11.3	DOT shipping labels	As Required	To COTR	Prior to Shipping
C.4.11.4	Certificate of Disposal, Treatment or Recycling	1	Hardcopy to COTR	Prior to Shipment
C.4.11.5	Annual Project Report	1	Hardcopy to COTR	Annual
C.4.11.7	Weights & Materials Data for Fiscal Year	1	Hardcopy to COTR	Upon Request by COTR
C.4.11.8	Regulatory Notices	1	Hardcopy to COTR	Ten (10) Working days
C.4.11.9	Maintenance Logs	1	Hardcopy to COTR	Upon Request by COTR
C.4.13.3 (b)	Description of Safety and Contingency Plan	1	Hardcopy to COTR	Prior to First Collection

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer'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 The District will pay the amount due the Contractor under the contract after:

1. Delivery and acceptance of the equipment;
2. Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

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

G.6.1.2 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 this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, 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 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.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:

Gena Johnson
Contracting Officer
Office of Contracting and Procurement
Address: 2000 14th Street N.W. 6th
Washington, D.C. 20009
Telephone: (202) 671-2205

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual 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:

William B. Easley, Jr.
Solid Waste Management Administration
2800B New York Avenue, NE
Washington, DC 20002
202-576-9330

G.9.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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. 2005-2103, Revision No.11, dated 06/13/2011, 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 Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 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 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 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, (Section J.4) in which the Contractor shall agree that:

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 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.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

- H.8.3** 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.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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.8.6** 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.8.7** 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.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that

the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

H.8.9 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.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 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. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to

subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District's responsibilities include:

- a. Provide the location (Bare Facility/Site);
- b. Audit Contractor record keeping;
- c. Review annual reports;
- d. Inspect and audit programs;
- e. Review and approve billings;
- f. Sign the uniformed hazardous waste manifests.

H.10.2 District personnel must be granted access to the collection site and may provide assistance in interacting with the public. Personnel from the DC Department of the Environment, DC Department of Consumer and Regulatory Affairs and the DC Fire and Rescue Services and lastly, the Department of Public Works may make unannounced inspections of collection, bulking, lab-packing, transport and storage activities. District personnel must be included in pre-collection event health and safety meetings conducted by the Contractor.

H.10.3 The District shall provide a container (s) for non-household hazardous waste and cardboard recycling at all collection events.

H.10.4 The District reserves the right to remove any materials from the waste stream (such as oil, batteries, paint, electronics, or other commodities) for recycling or alternative disposal.

H.10.5 The District reserves the right to provide some or all of the staff, equipment, or materials required for setting up or operating the monthly HHW collection site (s).

H.10.6 The District may distribute information materials and may conduct surveys at all collection events.

H.10.7 The District shall not be responsible or liable for the collection, packaging, transportation, or disposal of any CESQG or other non household hazardous waste accepted by the Contractor, nor for the costs incurred by the Contractor in the performance of this work. The District shall not be responsible for any damages created during the collection of hazardous waste from the citizens to their person or vehicle.

H.11 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.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and

- associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:
- RESTRICTED RIGHTS LEGEND**
- Use, duplication, or disclosure is subject to restrictions stated in
Contract No. _____ with (Contractor's Name); and
- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or 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.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five

(5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide 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 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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability;

any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **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.**
- D. **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.
- E. **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.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **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. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **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.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

I.13 ESTIMATED QUANTITIES

- I.13.1** 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 IFB 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.13.2 Actual quantities may vary from month to month. Participation rates can be unpredictable. Therefore, the Contractor must have the ability to be flexible to accommodate uncertainty in the number of households participating. It is anticipated that the frequency of required pick-ups will be monthly. A flexible schedule is necessary to accommodate one day satellite events should the District decide to add them.

I.14 CONTINUITY OF SERVICES

I.14.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.14.1.1 Furnish phase-out, phase-in (transition) training; and

I.14.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.14.2 The Contractor shall, upon the CO's written notice:

I.14.2.1 Furnish phase-in, phase-out services for up to 60 days after this contract expires and

I.14.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

I.14.3 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.14.4 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.14.5 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.,

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costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No.: 2005-2103, Revision No.: 11, dated 06/13/2011
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Historical HHW Data for the District
J.10	20 DCMR 4279

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable line, represents that

(a) It operates as:

a corporation incorporated under the laws of the state of _____

an individual,

a partnership,

a nonprofit organization, or

a joint venture.

(b) If the bidder is a foreign entity, it operates as:

an individual,

a joint venture, or

a corporation registered for business in _____
(Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each bidder shall check one of the following:

_____ No person listed in clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or

- (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
-
- (insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);***

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and 3 copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No: DCKT-2011-B-0147 Household Hazardous Waste Collection".**

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.5 The bidder must bid on all CLINs to be considered for this award. For CLIN 0004, the bidder must provide a price for each waste category. Failure to bid on all CLINs in section B.3 will render the bid non-responsive and disqualify a bid.

L.2.6 The bidder must state in its bid, the waste management method and the location of the final destination for the material types listed in the table below. The location should include the name of the facility, type of facility, EPA number and address.

Solicitation No: DCKT-2011-B-0147
 Household Hazardous Waste (HHW) Collection
 and Disposal Services

- a. WMG = Waste Management Method: R = Recycle or Reclamation, F = Fuel Blending, T = Treatment, DI = Destructive Incineration, ST=Stabilization, NE = Neutralization, LF = Landfill, O = Other (specify)

Waste Category (Material Type)	WMG	Final Destination Facilities
Flammable Liquid, n.o.s.		
Flammable Solid, Organic, n.o.s.		
Oil-Based Paint & Related		
Pesticides Liquid, Flammable, Toxic		
Pesticide Solid, Toxic, n.o.s.		
Corrosive Liquid, Acidic, Inorganic, n.o.s		
Corrosive Liquid, Acidic, Organic, n.o.s		
Corrosive Liquid Base, Inorganic, n.o.s		
Corrosive Liquid Base, Organic, n.o.s		
Compressed Gases, Flammable, n.o.s		
Water Reactive, Solid, n.o.s		
Toxic Liquid, Inorganic, n.o.s		
Organic Peroxide, Type D, Liquid		
Oxidizing Solid, n.o.s		
Oxidizing Acid		
Oxidizing Base		
Mercury		
PCB Containing Paint		
Other PCB (i.e. ballasts)		
Corrosive Aerosols		
Flammable Aerosols		
Environmentally Hazardous Substance Liquid, n.o.s		
Antifreeze		
Lead Acid Batteries ^d		
Oil Filters		
Motor Oil		
Latex Paint		
Household Batteries (Recyclable)		
Household Batteries (non recyclable)		
Fluorescent Light Bulb (Linear Foot)		
Asbestos		
Dioxins		
Non RCRA Liquid		
Fire Extinguishers		
Non RCRA Solid		
Compressed Gas Tanks small cylinder		

Waste Category (Material Type)	WMG	Final Destination Facilities
Compressed Gas Tanks large cylinder		
Helium Tanks		
Propane Tanks (BBQ size)		
Electronics		

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than date and time specified in Section A.9 on solicitation page 1.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The

prospective bidder shall submit questions no later than 5 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 5 days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 CERTIFICATES OF INSURANCE

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

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics. The prospective contractor must have demonstrable experience in Household Hazardous Waste Collection or running a Permanent HHW Collection. The contractor shall describe experience and furnish a list of verifiable references with contacts, titles, telephone numbers, name of Cities or Counties and mailing addresses.

L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.19 KEY PERSONNEL

L.19.1 The District considers the following positions to be key personnel for this contract: Site/Project Manager and Chemist.

L.19.2 The bidder shall set forth in its bid the names and reporting relationships of the key personnel the bidder will use to perform the work under the proposed contract. The bidder shall include in its bid a resume for each key personnel and the hours that each will devote to the contract in total and broken down by task.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

M.1.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

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

M.2 EVALUATION OF OPTION YEARS

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