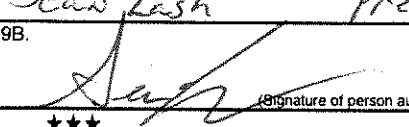
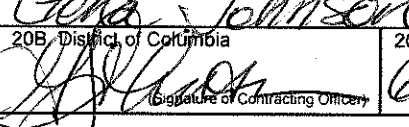




<b>AWARD/CONTRACT</b>				1. Reserved for later use		Page of Pages	
						1	42
2. Contract Number CW20202			3. Effective Date See 20C Below		4. Requisition/Purchase Request/Project No.		
5. Issued By: Office of Contracting and Procurement Transportation & Specialty Equipment Commodity Group 2000 14 <sup>th</sup> Street, NW 6 <sup>th</sup> Floor Washington, D.C. 20009			Code		6. Administered by (If other than line 5) Department of Public Works Solid Waste Administration 3200 Benning Road, N.E. Washington, D.C. 20019		
7. Name and Address of Contractor (No. street, city, county, state and Zip Code)  Lucky Dog, LLC 10100 Jay Dee Blvd. Fairfax Station, VA			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other		9. Discount for prompt payment: N/A		
			10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)				
			11. Ship to/Mark For      Code				
N/A			12. Payment will be made by      Code Office of Associate Chief Financial Officer 2000 14 <sup>th</sup> Street, NW, 6 <sup>th</sup> Floor Washington, DC 20009				
13. Remit Address: Lucky Dog, LLC PO Box 90565 Washington, DC 20090			14. Accounting and Appropriation Data ENCUMBRANCE CODE:				
15A. Item	15B. Supplies/Services		15C. Estimated Qty.	15D. Unit	15E. Unit Price	15F. Amount	
	See Section B.3 – Price Schedule						
Total Estimated Amount of Contract						\$11,371,500.00	
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
<b>PART I – THE SCHEDULE</b>				<b>PART II – CONTRACT CLAUSES</b>			
X	A	Contract Form	1	X	I	Contract Clauses	31
X	B	Supplies or Services & Cost/Price	2	<b>PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	Services	7	X	J	List of Attachments	42
X	D	Packing and Marking	14				
X	E	Inspection and Acceptance	15	K	Representations, Certifications and Other Statements of Offerors		N/A
X	F	Contract Term	16	L	Instructions, conditions & notices to offerors		N/A
X	G	Contract Administration data	17	M	Evaluation factors for award		N/A
X	H	Special Contract Requirements	23				
Contracting Officer will complete Item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCKT-2009-R-0120 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Sean Lash      President				20A. Name of Contracting Officer Gena Johnson			
19B.  (Signature of person authorized to sign)		19C. Date Signed 4/2/2013		20B. District of Columbia  (Signature of Contracting Officer)		20C. Date Signed 6/1/13	
 Government of the District of Columbia				 Office of Contracting and Procurement			
DC OCP 201 (7-99)							

## **SECTION B - SUPPLIES OR SERVICE AND PRICE/COST**

- B.1** The District of Columbia's Office of Contracting and Procurement, on behalf of the Department of Public Works, Solid Waste Management Administration (SWMA) ("the District") is seeking a contractor to provide hauling and disposal of municipal solid waste inclusive of white goods and tires to licensed solid waste disposal facilities.
- B.2** The District agrees that it will purchase its requirements for the 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.
- B.2.1** Performance shall be made only as authorized in accordance with the Ordering Clause in section G.10. The District may issue orders requiring performance at multiple locations. If the District urgently requires service before the earliest date that services may be specified under this contract, and if the contractor will not accept an order providing for the accelerated service, the District may acquire the urgently required services from another source.

### **B.3 PRICE SCHEDULE**

The Unit Prices and Estimated Prices that are submitted by the bidder in response to the Invitation for Bids shall include the total costs associated with transporting solid waste from the District's transfer stations to the final disposal facilities and, to the extent required herein, disposing of the waste at those facilities. The Total Estimated Price for the Base Period and Option Years shall be the maximum limit of the contractor's obligation to perform and the District's obligation to pay, which the District may, at its election, increase to meet its requirements for hauling and disposal of the District's municipal solid waste.

For the purpose of pricing Hauling Services, the bidder shall assume the per gallon cost of ultra low sulfur No. 2 diesel fuel (FUEL) is the price on the Monday prior to the submission of Bids as reported by the U.S. Department of Energy, Energy Information Administration for the Central Atlantic (PADD1B) in cents per gallon including taxes. The price of Hauling Services, CLIN Nos. 0001, 0002A, 0003A, 0004 and 0005, for the base period and option years, shall be adjusted in any week when the price of FUEL is more or less than this per gallon price. The per ton adjustment will be based upon the formula listed in I.16.

**B.3.1 BASE PERIOD (3 years from date of award)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Ton</b>	<b>Estimated Tons Per Year</b>	<b>Estimated Price (See Section B.3)</b>
0001	Haul combustible solid waste (inclusive of tires) to the Fairfax County Energy Resource Recovery Facility (Fairfax)	\$10.90	up to 250,000 tons	\$2,725,000.00
0002A	Haul non-combustible solid waste to a licensed disposal facility	\$21.00	24,000 tons	\$ 504,000.00
0002B	Dispose of non-combustible solid waste at a licensed disposal facility	\$18.50	24,000 tons	\$ 444,000.00
0003A	Haul white goods to a licensed disposal facility	\$15.00	1,100tons	\$ 16,500.00
0003B	Dispose of white goods (with all ChloroFluoroCarbons (CFCs) evacuated) at a licensed metals recycling facility	-\$ 40.00 <sup>1</sup>	1,100 tons	(\$-44,000.00)
0004	Haul leaves, yard waste and storm debris to a District designated composting facility	\$14.50	10,000 tons	\$145,000.00
<b>TOTAL ESTIMATED PRICE PER YEAR</b>				<b>\$3,790,500.00</b>
<b>TOTAL ESTIMATED PRICE FOR THREE YEARS</b>				<b>\$11,371,500.00</b>

<sup>1</sup> The District expects a revenue share of disposal of white goods. The price for CLIN 0003B is a negative amount representing the dollar amount per ton to be paid by the contractor to the District.

**B.3.2 OPTION YEAR 1**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Ton</b>	<b>Estimated Tons Per Year</b>	<b>Estimated Price (See Section B.3)</b>
1001	Haul combustible solid waste (inclusive of tires) to the Fairfax County Energy Resource Recovery Facility (Fairfax)	\$10.95	up to 250,000 tons	\$2,737,500.00
1002A	Haul non-combustible solid waste to a licensed disposal facility	\$22.00	24,000 tons	\$ 528,000.00
1002B	Dispose of non-combustible solid waste at a licensed disposal facility	\$18.69	24,000 tons	\$ 448,560.00
1003A	Haul white goods to a licensed disposal facility	\$15.15	1,100 tons	\$ 16,665.00
1003B	Dispose of white goods (with all ChloroFluoroCarbons (CFCs) evacuated) at a licensed metals recycling facility	-\$40.00 <sup>2</sup>	1,100 tons	(\$44,000.00)
1004	Haul leaves, yard waste and storm debris to a District designated composting facility	\$14.65	10,000 tons	\$ 146,500.00
<b>TOTAL ESTIMATED PRICE – OPTION YEAR 1</b>				<b>\$3,833,225.00</b>

<sup>2</sup> The District expects a revenue share of disposal of white goods. The price for CLIN 1003B is a negative amount representing the dollar amount per ton to be paid by the contractor to the District.

**B.3.3 OPTION YEAR 2**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Ton</b>	<b>Estimated Tons Per Year</b>	<b>Estimated Price (See Section B.3)</b>
2001	Haul combustible solid waste (inclusive of tires) to the Fairfax County Energy Resource Recovery Facility (Fairfax)	\$11.05	up to 250,000 tons	\$2,762,500.00
2002A	Haul non-combustible solid waste to a licensed disposal facility	\$22.22	24,000 tons	\$ 533,280.00
2002B	Dispose of non-combustible solid waste at a licensed disposal facility	\$18.87	24,000 tons	\$ 452,880.00
2003A	Haul white goods to a licensed disposal facility	\$15.30	1,100 tons	\$ 16,830.00
2003B	Dispose of white goods (with all ChloroFluoroCarbons (CFCs) evacuated) at a licensed metals recycling facility	-\$40.00 <sup>3</sup>	1,100 tons	(\$44,000.00)
2004	Haul leaves, yard waste and storm debris to a District designated composting facility	\$14.79	10,000 tons	\$ 147,900.00
<b>TOTAL ESTIMATED PRICE – OPTION YEAR 2</b>				<b>\$3,869,390.00</b>

<sup>3</sup> The District expects a revenue share of disposal of white goods. The price for CLIN 2003B is a negative amount representing the dollar amount per ton to be paid by the contractor to the District.

#### B.3.4 ADDITIONAL HAULING SERVICE

If and to the extent events or circumstances beyond Fairfax's reasonable control, excluding routine emergency and planned maintenance, cause Fairfax to be unable to accept any of the District's Acceptable Waste, Fairfax may redirect District Acceptable Waste to an alternate disposal site (expected to be the King George, Virginia site) without notice. In those instances, the contractor shall haul the waste to the alternate location. The Contractor will charge the District a fixed unit price per ton per mile for hauling services. The unit price for this additional service is based on the difference in mileage between the Fairfax and King George locations. The estimated number of miles round trip is 96 miles. Section B.3.4 shall apply to the Base Period and all Option Years, as stated below. In its invoices for payment, the contractor must list separately from CLIN 0001, and corresponding Option Year CLINs, all additional hauling services for the invoice period.

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated number of miles round trip</b>	<b>Unit Price per mile</b>	<b>Total cost per run</b>
0005 (Base Period)	Haul combustible solid waste to the King George landfill located at 10376 Bullock Drive, King George, VA 22485	96 miles (48 miles one way)	\$2.85	\$273.60
1005 (Option Year 1)	Haul combustible solid waste to the King George landfill located at 10376 Bullock Drive, King George, VA 22485	96 miles (48 miles one way)	\$2.90	\$278.40
2005 (Option Year 2)	Haul combustible solid waste to the King George landfill located at 10376 Bullock Drive, King George, VA 22485	96 miles (48 miles one way)	\$2.95	\$283.20

## **SECTION C: DESCRIPTION/SPECIFICATIONS/ WORK STATEMENT**

### **C.1 SCOPE:**

The contractor shall provide all management, personnel, materials and equipment to haul combustible and non-combustible (including tires and white goods) solid waste from the Fort Totten solid waste transfer station, 4900 Bates Road, N.E., Washington, D.C., and the Benning Road solid waste transfer station, 3200 Benning Road, N.E., Washington, D.C., for disposal at a licensed solid waste disposal facility permitted to receive municipal solid waste. Leaves shall be hauled to a composting facility less than 125 miles (round trip) from Washington, D.C. as directed by the District.

#### **C.1.1 Definitions**

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

- C.1.1.1** "Combustible solid waste" shall be defined as paper, plastic, metal, glass, yard waste, food waste, tires and other municipal solid waste that can be burned.
- C.1.1.2** "Non-combustible municipal solid waste" shall include, but not be limited to, dirt, grit, stones and litter collected by mechanical street sweepers, debris from alley cleaning, bulky wastes and construction and demolition (C&D) material. These materials may not be separated into material types.
- C.1.1.3** "Disposal agreement" shall mean a written contract that allows the contractor to dispose of combustible and non-combustible (including white goods and tires) municipal solid waste at a licensed solid waste disposal facility.
- C.1.1.4** "Final disposal" means disposal at a sanitary landfill, waste-to-energy facility, metal recycler, composting site or C&D recycler.
- C.1.1.5** "Municipal solid waste disposal facility legally permitted to receive municipal solid waste" shall mean a sanitary landfill, metal recycler, or a waste-to-energy facility that has received a permit from the state in which it is located to receive and dispose of solid waste. If the disposal facility identified by the contractor is a sanitary landfill, the solid waste disposal facility must deposit the District's solid waste in a landfill cell with a liner system in compliance with the design criteria required by the Federal Resource Conservation and Recovery Act, Subtitle D regulations, section 40 CFR Part 258.40.
- C.1.1.6** "Storm Debris" means remains of natural flora after storm related destruction, such as downed tree limbs, tree trunks, and brush.

## **C.1.2 Applicable Documents**

In performing services under this contract, the contractor shall adhere to the District's licensing requirements and regulations related to solid waste disposal, specifically 21 DCMR, Chapter 709, 710, 711, 712.

## **C.2 BACKGROUND**

**C.2.1** The District will direct approximately 18,500 tons of combustible waste per month (up to 250,000 tons annually) to Fairfax. The average yearly volume for each category of waste is listed below. Note that the computer system utilized by DPW contains categories other than those listed below. Therefore the totals may not represent the entire volume of waste. Categories such as garbage and bulk waste are not included. In addition, the tonnage of waste dropped off by citizens is not captured in these numbers.

	Combustibles	Non-Combustibles	White Goods	Leaves and Yard Waste
2005	154,184.23	33,961.31	2,973.21	2,973.21
2006	190,629.19	24,863.50	1,244.57	4,895.40
2007	176,005.61	51,620.34	1,027.40	4,823.19
2008	180,402.51	28,540.42	1,021.36	6,968.67
2009	168,613.81	15,539.28	949.67	4,063.65
2010	189,909.00	10,149.00	610.00	4,757.00
2011	214,374.00	0.00	88.00	3,680.00
Avg Yearly Volume	173,967.07	30,904.97	1,443.24	4,744.82

**C.2.2** The District will direct leaf tonnage to a composting facility as follows:

November	approximately 2,000 tons
December	approximately 5,000 tons
January	approximately 1,000 tons

**C.2.3** On average 500 tons of storm debris are annually hauled and disposed of at a composter selected by the District.

**C.2.4** The Fort Totten and Benning Road solid waste transfer stations each have three transfer trailer positions capable of simultaneous loading. Load out positions are equipped with scales which provide transfer vehicle tare and gross weights as well as axle weights for tractor front and rear axles and trailer axles.

**C.2.5** The information provided in sections C.2.1 through C.2.4 is for informational purposes only and shall not be construed as a representation that the estimated quantities will be actually directed as shown or that the conditions will be stable.



### **C.3 REQUIREMENTS**

**C.3.1** The contractor shall maintain an Operations Plan and provide updates to the Contract Administrator (CA) when requested by the CA when volumes of waste fluctuate. The Operations Plan shall include the number of trucks to be provided per day and the number of trips to be completed per day to ensure that, at the end of the day, no more than 5 loads of trash remain on the floor at any transfer station Monday through Thursday and that no trash remains at either transfer station by the end of each workweek.

**C.3.2** The contractor shall haul solid waste and yard waste from the District's transfer stations for disposal at a licensed solid waste disposal facility(ies) permitted to receive municipal solid waste. The materials hauled under the terms of this contract do not include source separated paper products or rigid containers designated for recycling. Tires with or without rims may be co-mingled with combustible and non-combustible waste.

#### **C.3.2.1 Access to Stations**

- a) The contractor's transfer trailer vehicles shall enter and exit the Fort Totten solid waste transfer station only by way of North Capitol Street, Harewood Road, Fort Drive, Taylor Street, John McCormack Drive and Bates Road without prior written approval of the CA.
- b) The contractor's transfer trailer vehicles shall enter and exit the Benning Road solid waste transfer station only by way of Kenilworth Avenue (DC 295) and Benning Road without prior written approval of the CA.

**C.3.3** Based on the District's experience and at the current throughput volume, the contractor shall have in service, at minimum, 14 walking floors and 3 tippers to handle the District's volume of waste. The contractor shall own or lease at minimum 50% of the required trucks. The contractor shall have and maintain throughout the term of the contract a sufficient number of trucks that are operational and available to the District to move approximately 800 – 1200 tons of waste on a daily basis. The type of trucks required are as follows:

#### **C.3.3.1 Combustible Solid Waste:**

- a) All transfer trailers shall be top loading to be loaded directly from the tipping floor at both the Fort Totten and Benning Road transfer stations.
- b) Trailers directed to Fairfax shall be self-unloading (walking floors) and must have an automatic tarp cover system. If the contractor's trailers do not have automatic tarp cover systems prior to the start of the contract, the contractor shall have the systems installed or obtain trailers with the automatic tarp system within one year of the contract award date.
- c) The contractor shall provide sufficient trailers and personnel to allow for the timely and orderly loading of combustible solid waste by the District. A 10% increase in available onsite trailers and yard tractors will be required during the peak months between May 1 and October 31, between the hours of 9:00 am and

12 noon Monday through Friday. The contractor shall coordinate operations with the CA and transfer station managers and operation foremen on at least a daily basis.

**C.3.3.2 Non-Combustible Solid Waste and White Goods**

- a) Top loading solid waste transfer vehicles suitable to receive 24,000 tons per year of non-combustible municipal solid waste and 1,500 tons of white goods from the lower lot at the Fort Totten transfer station.

**C.3.3.3 Composting**

- a) Top loading solid waste transfer vehicles suitable to receive approximately 10,000 tons per year of leaves, yard waste and storm debris from the Benning Road and Fort Totten transfer stations.
- b) Trailers directed to the District designated composting facility must be self-unloading.

**C.3.4** District employees will load the solid waste at the Benning Road and Fort Totten solid waste transfer stations onto the contractor's vehicles for delivery to the designated disposal facility (e.g. combustibles to the Fairfax disposal facility, non-combustibles to the approved contractor's landfill or processing facility, leaves/yard waste/storm debris to the composting facility), unless otherwise directed by the CA.

**C.3.4.1** The contractor's transfer trailer vehicles shall access the Fairfax disposal facility via U.S. Route 1 and Furnace Road. Lorton Road, Route 624, without prior written approval of the CA.

**C.3.5** Prior to loading, disposal or recycling of white goods, the contractor shall evacuate and dispose of all ChloroFluoroCarbons (CFCs) in accordance with the provisions of all applicable state, District and federal regulations.

**C.3.6** The contractor shall use enclosed or covered transfer trailers to eliminate spillage of waste and blowing of debris from the trailers once the trailers are filled.

**C.3.7** The contractor shall be responsible for compliance with all vehicle weight restrictions and vehicle and driver licensing requirements of all relevant jurisdictions.

**C.3.8** The contractor shall submit a monthly management summary report of activity with any invoice/s submitted. As part of the monthly management summary report, the contractor shall submit information, to include at minimum, date, tons, materials, and location, on the amount of materials diverted for recycling. The District also reserves the right to inspect scale tickets from the final disposal sites. .

**C.3.9** The contractor shall remove from the Transfer Stations all combustible waste by the end of each workweek, so long as there are no more than 7 loads on the station floor on any given day. The contractor may leave between 5 and 7 loads on the station floor on any

given day except Friday at Benning Road and Saturday at Fort Totten. A waiver of this requirement on any individual day shall not constitute a waiver of the requirement for any other day. The District will monitor the volume of material daily and communicate to the contractor the District's daily transfer needs. The contractor shall ensure that adequate personnel and equipment are available during the hours listed below to remove all delivered combustible waste by the end of the workweek; non-combustible waste within two (2) working days; and all metals including white goods within five (5) working days. Compliance with this schedule will be measured on a tonnage basis of deliveries to the transfer stations.

**C.3.9.1** Both the Fort Totten and Benning Road transfer stations will be open to load between 4:00 am and 4:00 pm Monday through Friday except government holidays. One station will operate on Saturday on a weekday schedule. At the discretion of the CA, a second station will load on Saturday between 4:00 am and 11:30 AM. In an emergency as defined by the District, the stations may be open to receive materials on Sunday.

**C.3.9.2** The contractor shall not be required to haul and dispose solid waste brought to the Fort Totten and Benning Road transfer stations on Sunday, unless a public emergency is declared by the Mayor and the CA notifies that contractor that services are required.

**C.3.9.3** District solid waste collection crews do not work on government holidays. The crews work the Saturday after a government holiday to ensure service to all eligible District residents. The Contractor shall be required to haul and dispose of solid waste brought to the Benning Road and Fort Totten solid waste transfer stations on each Saturday which follows a government holiday. The applicable holidays are:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
President's Day	Veteran's Day
Emancipation Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Inauguration Day

**C.3.9.4** Any deviation from the above schedules shall be at the direction of the CA or SWMA Administrator.

**C.3.9.5** The Fort Totten and Benning Road transfer stations will be closed on New Year's Day, Thanksgiving Day, and Christmas Day. At least one station will be open with Saturday hours on Memorial Day, Independence Day and Labor Day. On all other government holidays, at least one station shall operate on a weekday schedule.

**C.10** Prior to contract award and throughout the term of the contract, the contractor shall have disposal agreements with licensed disposal facilities for performance of CLINs 0002B and 0003B and corresponding CLINs for the Option Years as follows.

**C.10.1** The contractor, as directed by the Contract Administrator (CA), shall haul all combustible municipal solid waste to Fairfax unless otherwise directed by the CA or Fairfax (Refer to section B.3.4). The contractor shall haul and dispose of non-combustible municipal solid waste (including tires) at a licensed municipal solid waste disposal facility. The contractor shall haul to and dispose of white goods, with all CFCs evacuated, at a licensed metals recycling facility. The contractor shall dispose of pure C&D loads to a C&D recycler. The contractor shall haul leaves, yard waste and storm debris to a District designated composting facility.

**C.10.2** The contractor shall be responsible for entering into a disposal agreement with a solid waste disposal facility (ies) legally permitted to receive and dispose of non-combustible municipal solid waste (inclusive of tires and construction and demolition debris) collected from the Fort Totten and Benning Road transfer stations, and payment of all disposal fees. The disposal agreements should specify the disposal facility's capability to accept the tonnage as specified in the schedule and must be for a period of at least three (3) years with the possibility to extend the agreement to up to five (5) years. If the disposal facility identified by the contractor is a sanitary landfill, the solid waste disposal facility must deposit the District's solid waste in a landfill cell with a liner in compliance with the design criteria required by the Federal Resource Conservation and Recovery Act, Subtitle D regulations, section 40 CFR Part 258.40.

**C.10.3** The contractor shall be responsible for entering into a disposal agreement with a metal recycling facility(ies) legally permitted to receive and process white goods collected from the District's municipal transfer facilities and payment of all disposal fees. The disposal agreement should specify the recycling facility's capability to accept the tonnage as specified in the schedule.

**C.10.4** The disposal agreements must be provided to the Contracting Officer (CO) for review and approval prior to award of this contract.

**C.10.5** Any amendments, modifications or changes to the disposal agreements after contract award shall be submitted to the CO for review and approval prior to becoming effective.

**C.11 LIQUIDATED DAMAGES**

If the contractor fails to perform the services within the time specified in section C.3.9 of this contract, the contractor shall pay to the District as fixed and agreed Liquidated Damages as shown in Sections C.11.1 through C.11.3 below:

**C.11.1 LIQUIDATED DAMAGES FOR FAILURE TO REMOVE AND DISPOSE OF COMBUSTIBLE SOLID WASTE BY THE END OF EACH WORKWEEK:**

Failure of the contractor to remove combustible solid waste from the Fort Totten Transfer Station by 6:00 p.m. Monday through Friday and by 4:00 p.m. on Saturday; and from the Benning Road Transfer Station by 4:30 p.m. Monday through Friday, which results in the uncontainerized, overnight storage of: a) more than 7 loads of combustible solid waste at either transfer station on any day Monday through Thursday for Benning Road and Monday through Friday for Fort Totten; or b) any loads of combustible waste at the end of the work week (Friday for Benning Road and Saturday for Fort Totten), shall result in the assessment of liquidated damages in the amount of \$2,000 per week, provided that the failure is not directly attributable to the District.

**C.11.2 LIQUIDATED DAMAGES FOR FAILURE TO REMOVE AND DISPOSE OF NON-COMBUSTIBLE SOLID WASTE :**

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

**C.11.3 LIQUIDATED DAMAGES FOR FAILURE TO REMOVE AND DISPOSE OF WHITE GOODS :**

Failure of the contractor to remove all white goods from the Fort Totten solid waste transfer station that causes the overnight storage of white goods for more than five (5) working days from the date the waste is received at the transfer station shall result in the assessment of liquidated damages in the amount of \$1,000 per day, provided that the failure is not directly attributable to the District.

**C.11.4 LIQUIDATED DAMAGES FOR FAILURE TO PREVENT SPILLS IN LOADING AREA AND ON ROADWAYS:**

The contractor shall be responsible for ensuring that the solid waste loading areas at Fort Totten and Benning Road Transfer Stations are free of solid waste spillage. In addition, the contractor shall use enclosed or covered transfer trailers to eliminate spillage and blowing debris when solid waste is being transported to a final disposal site. For each failure to immediately abate solid waste spillage at either of the two loading sites and for each failure to control the blowing or spillage of solid waste from transfer trailers by using enclosed or covered containers, the contractor shall be subject to the assessment of liquidated damages in the amount of \$500 per occurrence.

**SECTION D:     PACKAGING AND MARKING**

N/A

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by 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 July 2010.
- E.2** The District reserves the right to inspect all work in progress and to send representatives to witness the contractor in the performance of the required services.
- E.3** Prior to award, the CA shall determine whether the contractor's vehicles and equipment meet the standards set forth in 21 DCMR, Chapter 7, Solid Waste Control. The contractor shall provide vehicle titles at the request of the CA. The CA shall coordinate the inspection of all vehicles to be used in the performance of the contract with the contractor and the District's Fleet Services Division. The District shall conduct all such inspections prior to contract award. Originals of the vehicles titles and registrations shall be on hand at the time of inspection, as well as legible duplicates that shall be given to the persons inspecting the vehicles.
- E.4** The contractor's equipment and any District equipment modified by the contractor shall be subject to inspection by the CA within five (5) days from the date of a written notice. The equipment shall be cleaned by the contractor and made available to the CA for inspection. Deficiencies found during the inspection shall be corrected to the satisfaction of the CA within five (5) days at no cost to the District.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The contract is a multiyear contract. The base term of the contract shall be for a period of three (3) years from date of award specified on page one (1) of the contract. The contract contains two option years.

### **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 two (2) – 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 a 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 shall be as specified in 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 Contract Administrator (CA) identified in section G.9 in accordance with the following:

<b>SOW Section</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
C.3.1	Operations Plan	1	Electronic/Hard copy	Updated as needed or as requested by CA
C.3.8	Management Summary Report	1	Electronic/Hard copy	Monthly

**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 DATA**

### **G1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.
- G.1.3** The Contractor shall show as a separate line on the invoice, the amount deducted for the disposal of white goods (CLIN 0003B, 1003B, 2003B).

### **G2 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 Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

**Name:** Associate Chief Financial Officer (CFO)  
**Address:** 2000, 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor  
Washington, D.C. 20009  
**Telephone:** (202) 671-2300

- 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:

**G.4.1** Completion and acceptance of work during the month for which the invoice is submitted; and

**G.4.2** Presentation of a properly executed invoice. The District will reconcile the amount of waste listed on the invoice with the District's weight tickets.

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

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

**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  
2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor  
Washington, D.C. 20009  
(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 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA 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 CA is:

Department of Public Works  
Solid Waste Management Administration  
Solid Waste Disposal Division  
3200 Benning Road, N.E.,  
Washington, D.C. 20019  
202-576-6888

- G.9.3** The CA 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.