

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



TRASH COLLECTION SERVICES
DCAM-14-NC-0119

Addendum No. 3
Issued: August 15, 2014

This Addendum No. 3 is issued and hereby published on the DGS website on August 15, 2014. Except as modified hereby, the Request for Proposal (RFP) remains unmodified.

Item #1

Questions and Answers.

Question # 1

B.1.2.3.6. Where to purchase the specifications of the equipment for the trash waste tracking system?

Answer

The tracking system software can be purchased directly from the software developer. Information can also be found on industry publications, national waste organizations, or the internet.

Question # 2

There are locations (e.g. Dunbar, Cardoza) listed as requiring compactors that currently have Government owned compactors onsite. Will such locations require the contractor to replace the existing government owned compactors or will a list of government owned compactors be provided?

Answer

The Contractor is not expected to replace existing government-owned compactors with contractor-owned compactors. A list of government-owned compactors can be found on Attachment A.

Question # 3

There is information provided about subcontracting plan requirements. However, there is no information provided regarding actual CBE participation provided on the contract. Can you please clarify what the % requirements are for actual work performed and/or resources utilized on this contract by CBE companies?

Answer

Per Section C.2.1. A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the subcontracting plan requirements.

Question # 4

Previously, the district allowed a CBE company to transfer a CBE preference pointed/priced contract to a large publicly traded waste removal company. What, if any, measures has DGS put in place on this

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contract to ensure that the integrity of this "sheltered" contract remains sheltered and performed predominately by CBE certified companies and not transferred once again?

Answer

The Department remains committed to maximizing opportunities for Certified Business Enterprises (CBE's) through sheltered market procurements and to ensuring that services are performed by CBEs throughout the term of any set-aside contract. However, there are no measures that the Department can put in place to control private business decision.

Question # 5

Please provide explanation for the \$1,000,000 Insurance requirements for Professional Liability Insurance. This requirement is not normal for trade service contracts as there is nothing to Err or Omit it is usually reserved for professional service providers only.

Answer

This requirement has been deleted. See Item #2 in this Addendum.

Question # 6

1. B.1.2.3.1 Hauling Containers, (f) Color, requires all containers to be "gray". Does this apply to Supercans as well as dumpsters? Does this apply to roll-off containers as well as dumpsters?

Answer

No. Only dumpster service containers are required to be "gray". However TRASH carts on wheels (96GA or similar) aka supercans shall be Blue and shall be the same color across the Contractor's equipment portfolio. Blue carts aka super cans are not acceptable for trash collections.

Question # 8

The District of Columbia Sustainable Solid Waste Management Amendment Act of 2014 requires DC DPW to establish a uniform color scheme for MSW and recycling, will this color scheme apply to this contract? Should DPW require different colors other than "gray" for MSW will the contractor be required to comply with DPW or with the contract?

Answer

At this time DGS does not anticipate any changes, if any until 2016. DGS will work closely with DPW as new standards are developed and communicate any changes to applicable contractors accordingly.

Question # 9

B.1.3.1.3, Vehicle and Equipment, Collection Vehicle requires the use of CNG vehicles. How long will the "phase-in" period be?

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Answer

Depending on contract award date this requirement applies to Option Year 1 (Calendar year 2015-16). The phase-in period will be a maximum of ten (10) months from start of Option Year 1, or the summer of 2016. This requirement is subject to change or being postponed pending construction of public pumping station.

Question # 10

B.1.3.1.3, Vehicle and Equipment, Collection Vehicle requires the use of CNG vehicles; will this be required for all dedicated vehicles? All vehicles used on the contract?

Answer

At a minimum, one dedicated packer truck.

Question # 11

B.1.3.1.4 requires communication capabilities. Is it required that communication mechanisms be installed on the vehicle? Or is it sufficient that they simply be with the driver? Is texting capability sufficient for “communication capability”?

Answer

Yes, it is required that communication mechanisms be installed on the vehicle. Section B.1.3.1.4 refers to real-time service information described in section B.1.2.3.6. Texting or cell phone capabilities are not considered real-time capability, and should not be the sole method of communication under this RFP or contract.

Question # 12

G.12 Non-responsive pricing. Will the CCO release, prior to bid submissions, the independent government estimate? Will the CCO release, prior to bid submission, the existing pricing schedule?

Answer

No. This is public information that can be requested under the Freedom of Information Act (FOIA).

Question # 14

If multiple “Aggregate Award Groups” are awarded to the same contractor, is there a requirement that “Aggregate Award Groups” MSW be separated or can one truck collect multiple groups without dumping between the groups?

Answer

With the exception of trash generated at District of Columbia Housing Authority (DCHA) sites, all aggregate groups can be collected in one truck without dumping between groups, however route information will be required.

Question # 15

Several Groups call for either roll-offs or Compactors “On-Call”, is there a provision for rental of this equipment?

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Answer

The Contractor is expected to provide labor, materials, equipment, containers, dedicated vehicles, management, recordkeeping, reporting and other services necessary to successfully perform trash collection services regardless of type of service.

Question # 16

The RFP speaks of a requirement to furnish an evaluation form for each Key Personnel member but it doesn't mention which form to use. Please clarify?

Answer

This requirement has been deleted See Item #2 in this Addendum.

Question # 17

In regards to the barcode software required under this aforementioned bid, is there a particular company that will have the software available, will it be available in a time frame that will allow the Contractor to be in compliance with the schedule set forth in the contract, and will it be available at a discounted price?

Answer

There is no preferred company to supply barcode graphic support if a Contractor decides to go with this option versus the preferred RFID route.

Question # 18

We would like to know if a Bid Bond or a Performance Bond is required for this contract.

Answer

No.

Item #2

1. Section E. Evaluation Factors

Delete:

E.3.1.(c) 2 Offeror's Key Personnel – a minimum of one evaluation form for each Key Person identified in response to E.3.3;

2. Section H. Insurance Requirements

Delete:

H.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury,

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death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

Replace with:

H.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; 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.

Delete:

H.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

Replace with:

H.1.3 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.

Delete:

H.1.4 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 One Million Dollars (\$1,000,000) for each occurrence for each wrongful act and One Million Dollars (\$1,000,000) from the annual aggregate

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All other terms and conditions remain unchanged.

Carissa L. Maye for
JW Lanum
Associate Director, Contracts and Procurement

8/15/14
Date

- End of Addendum No. 3 -