SOLICITATION, OFFER, AND AWARD

2010-2011 Snow Plows

Page of Pages: 1

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued
	DCKA-2010-A-0232	x BPA Negotiated Bid (RFP)	

7. Issued By	8. Address Offer To (If other than line 7)
Code District Department of Transportation Office of Contracting and Procurement 2000 - 14th Street, NW, 6th Floor Washington, DC 20009	District Department of Transportation Office of Contracting and Procurement 2000 - 14th Street, N. W. 6th Floor Washington, DC 20009

NOTE: In sealed bid solicitations "offer" and Offeror" means "bid" and "bidder"

BLANKET PURCHASE AGREEMENT

_____ Completed responses to this invitation should be forwarded to the:

The address on block no. 8 until 4:00 p.m. (Hour) local time until closed (Date)

9. For Information Contact	A. Name	B. Telephone (No Collect Calls) (Area Code)	(Number)	(Ext)	C. E-mail Address
	Ebony Elder	202	671-2278		Ebony.Elder@dc.gov

OFFER

10. In compliance with the above, the undersigned agrees, if this offer is accepted, to _____ furnish any or all items and/or services at the prices contained herein.

11. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

12. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment Number	Date	Amendment Number	Date

	Cell Phone	Pager	14. Name and Title of Person Autohorized to Sign Offer/Contract

15. Telephone (Area Code)	(Number)	(Ext)	16. Check if remittance address is different from above - enter such address in schedule	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	

	21. Submit Invoices Shown In (2 copies unless otherwise specified)	Item
22. Administered By Phone	23. Payment Will be Made By Phone 202-671-2300 DDOT/OCFO, 2000 14th St., N.W., 6th Floor, Washington, D.C. 20009	

24. Name of Contracting Officer (Type or Print)	25. Signature of Contracting Officer (District of Columbia)	26. Award Date
Kathy Hatcher		

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NOTICE TO BIDDER

This is a {X} Open Market {} DCSS
{} Set-Aside {} GSA

CORRESPONDENCE INFORMATION

All correspondence should be addressed to the Contracting Officer, District Department of Transportation, Office of Contracting and Procurement, at the address indicated on page 1.

POINT OF CONTACT

All inquiries regarding this BPA should be referred to Ebony Elder, Contract Specialist, telephone No.202-671-2278.

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS
THE BIDDER REPRESENTS AND CERTIFIES THAT (Check or complete all boxes or blocks).

1. DELIVERY:

Contractor hereby agrees to be available and ready to mobilize at any time on an 24 hours a day basis during the snow season for around the clock operations.

The Contractor shall respond, as directed, by the contract plow coordinator or designee, to the designated dispatch site at the specified time.

2. EQUIPMENT:

List and describe the trucks and equipment to be committed to the snowplowing work project. The following information shall be provided:

TAG NUMBER	VEHICLE MAKE/TYPE	TONNAGE	AXLES	YEAR OF MANUFACTURE	INSPECTION DATE

3. PERSONNEL:

List operators authorized by your company (or yourself if contracting as an individual) to be committed to the snowplowing project. The following information shall be provided:

NAME	ADDRESS	LICENSE CLASS	LICENSE NUMBER	SSN

4. **DISCOUNT: N/A**

The prompt payment discount in accordance with Clause 13 of the General Conditions shall be ___% for payment within _____ days.

5. SMALL BUSINESS ENTERPRISE BID:

If a Bidder has been issued a certificate of registration by the Local Business Opportunity Commission (LBOC), enter the number of such certificate, whether or not this is a small business set-aside market contract.

Certificate Date _____
Certificate No._____
Expiration Date _____

6. TYPE OF BUSINESS ORGANIZATION:

Bidder operates as _____ an individual, _____a partnership, _____ a nonprofit organization, _____ a corporation, incorporated under the laws of the State of _____.

7. PAYMENT IDENTIFICATION NO:

Please list below applicable vendor information:

Federal Taxpayer ID _____

Legal Name of Entity
Assigned this Number_____

Street Address and/or _____
Mailing Address

City, State, Zip Code _____

Type of Business _____

Telephone Number _____

PAYMENT UNDER TERMS OF ANY BPA RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAXPAYER ID.

To be signed by an individual legally authorized to sign and/or execute official documents on behalf of the Contractor company, or individual:

I hereby acknowledge these terms, and certify that the information presented here is true and accurate to the best of my knowledge.

_____
Authorized Offeror Personnel (Print Name)

_____
Signature of Authorized Offeror Personnel

_____
Title of Authorized Offeror Personnel

_____
Date

INVITATION TO RESPOND
STATEMENT OF INTENT TO ESTABLISH

BLANKET PURCHASE AGREEMENTS

INVITATION NO DCKA-2010-A-0232
CAPTION: 2010-2011 SNOW PLOWS

SECTION A: GENERAL REQUIREMENTS/CRITERIA FOR ACCEPTANCE

A.1 The District of Columbia Government (District), District Department of Transportation, Office of Contracting and Procurement (OCP) intends to execute a Blanket Purchase Agreement (BPA) for the services of independent contractors to provide hauling, removal, specialized equipment and snow plowing services for the District's 2010-2011 snow support season, which is from October 2010 through March 2012. The contractor shall furnish appropriate trucks and equipment driven by qualified operators, necessary for the effective and efficient performance of hauling, removal and snow plowing which meets the minimum requirements to perform under this Blanket Purchase Agreement (agreement). The District shall provide and attach to the Contractor's vehicles A-frames, snowplows, and/or electric pumps and related appurtenances as may be required for the subject snowplowing work. The Contracting Officer's Technical Representative (COTR) or his designee will notify the contractor of the date, time and site location where trucks shall be delivered. Trucks must have an appropriate bumper system capable of supporting the required equipment and a valid inspection sticker for the term of this agreement. The District may also accept equipment with contractor owned plows and spreaders attached to contractor trucks.

A.1.2 Provide a copy of applicable licenses and/or industry certification necessary to perform the requirement.

A.1.4 In accordance with Section A of this agreement, the Contractor under this Agreement shall provide the District with a telephone number and a name of a contact person who will answer the telephone 24 hours a day. The contractor shall update this 24 hour telephone number and contact person to assure that the contractor is available on a 24 hour a day basis for quick mobilization and actual around the clock snow plowing.

A.2 ATTACHMENT OF DISTRICT OF COLUMBIA EQUIPMENT

A.2.1 The District will provide and attach to the vehicle(s) of the contractor A-frames hydraulic pumps, and/or snowplows and related appurtenances as may be required for the performance of the contractor. Such A-frames, pumps, snow plows, and related appurtenances shall remain the property of the District. The contractor shall return vehicles to the District for removal of the plow prior to selling or disposal of the vehicle.

A.2.2 Subsequent to the initial attachment, the contractor may remove the A-frame and pump and store it in a secure suitable place ready for immediate attachment by the contractor's personnel when called upon to perform work under this agreement.

A.2.3 The District will be responsible for the in-place maintenance and repairs of the plows, A-frames, pumps, and related District equipment it has furnished the contractor, provided that this equipment becomes damaged or functions improperly during the normal course of plowing operations ordered under this agreement. If any equipment requires routine service of this nature, the Contractor shall, by telephone, notify the COTR or his designee, who will instruct the Contractor as to when and where to bring the vehicle(s) for service. The Contractor shall be responsible for bringing the vehicles(s) to that location for the service. Damages to District equipment or malfunctions resulting from equipment operation not specifically ordered by the District will be subject to Section B.11 of this agreement.

A.2.4 The Contractor is responsible for returning the equipment in good condition, excepting normal wear and tear. Failure to return District-attached equipment promptly at the terminus of this agreement, or at the written request of the COTR, will be subject to Section B.11 of this agreement.

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The District contemplates award of a Blanket Purchase Agreement with payments based on firm-fixed unit prices for the services specified in the schedule.

B.2 REQUIREMENTS

B.2.1 Work under this BPA shall consist of hauling, removal and snow plowing services for the District's 2010-2011 snow support season, which is from October 2010 through March 2011.The Contractor shall provide all labor, equipment, and expertise to perform snow and ice removal operations on roadways, ramps, bridges, parking lots and other areas designated by the District. Please note that contractor trucks will work continuously during the course of a major storm which may necessitate the need for relief operators. All equipment provided by the Contractor must work continuously until released by the District COTR or designee. The Contractor shall be allowed one (1) hour of down time per each twelve (12) hours work session for fueling, lubrication and to perform preventive maintenance. The Contractor must provide his own fuel and lubricants and all other required maintenance as part of the basic rental cost.

B.3 It is the District's intent to award multiple contracts, one (1) contract per contractor. Award of snow plowing BPA contracts pursuant to this agreement will be made with consideration given to the following factors:

a. Type and location of trucks available for snow plowing operations;
b. Experience in snow plowing work;
c. Number of units of District snow plowing equipment available for use.

B.4 Because of the unpredictability of snow fall amount for the upcoming snow season, the District does not guarantee that it will issue Task Orders for any minimum amount of snow plowing services during the period of this BPA.

B.5 The Contractor shall ensure that all Contractor motor trucks are continuously furnished with motor oil, motor fuel, and other supplies and equipment (with the exception of the equipment to be furnished by the District as described below) necessary to the effective and efficient performance of work ordered, and in compliance with all applicable laws and regulations of the District of Columbia.

B.6 Once equipment is in service for the District the equipment must remain in service until released by the District. Any Contractor who prematurely discontinues service without the approval of the District COTR or representative shall be removed from the call list. The Contractor must provide the District with adequate reasoning or justification, in the sole opinion of the District, for discontinued service to be reinstated to the call list. Should the Contractor fail to provide said justification or justification acceptable to the District in its sole discretion, the District may pursue termination of the Contract.

B.7 The Contractor shall furnish truck operators whose qualifications and licensure are satisfactory to the COTR or his designee, and that are listed as authorized employees of the Company in Section A of this agreement. The Contractor may at any point in the performance of this contract be required by the COTR to remove or replace from snow plowing work any Contractor on-site employee who is deemed by the COTR or his designee to be objectionable or whose continued participation is deemed to be contrary to the public interest. The Contractor shall be prepared to provide information about the qualifications of any Contractor on-site employee upon request of the COTR.

B.8 PRICE SCHEDULE-REQUIREMENTS

B.8.1 PRICE SCHEDULE

The following hourly rates for removal and hauling (inclusive of Saturdays, Sundays and Holidays) are hereby fixed for the hire or procurement of trucks, loaders and graders with operators, for the control of snow on public thoroughfare during the 2010-2011 season.

CLIN	Description	Unit	Amount
0001	Operator/Vehicle stand-by during District repairs to District equipment attached to operator's vehicle	Hour	$30.00
0002	Operator/Vehicle stand-by for all trucks and equipment with or without District equipment attached (CLIN 0003 – 0027)	Hour	50% of Hourly rate

B.8.2 SINGLE AXLE DUMP TRUCKS

Hourly Operating Rate

CLIN	Description	Unit	Amount
0003	Single axle dump with contractor supplied snow plow and salt spreader	Hour	$150.00
0004	Single axle dump with contractor supplied salt spreader and District supplied plow	Hour	$140.00
0005	Single axle dump with contractor supplied snow plow	Hour	$135.00
0006	Single axle dump carrying District supplied snow plow	Hour	$115.00
0007	Single Axle dump for hauling salt, abrasives or snow	Hour	$100.00

B.8.3 TANDEM AXLE DUMP TRUCKS

Hourly Operating Rate

CLIN	Description	Unit	Amount
0008	Tandem dump with contractor supplied snow plow and salt spreader	Hour	$160.00
0009	Tandem dump with contractor supplied snow plow	Hour	$145.00
0010	Tandem dump carrying District supplied snow plow	Hour	$125.00
0011	Tandem Axle dump for hauling salt, abrasives or snow	Hour	$105.00

B.8.4 TRI-AXLE DUMP TRUCKS

Hourly Operating Rate

CLIN	Description	Unit	Amount
0012	Tri-axle dump with contractor supplied snow plow and salt spreader	Hour	$165.00
0013	Tri-axle dump with contractor supplied snow plow	Hour	$150.00
0014	Tri-axle dump carrying District supplied snow plow	Hour	$130.00
0015	Tri-axle dump for hauling salt, abrasives or snow	Hour	$110.00

B.8.5 GRADERS, LOADERS, SPECIALTY SERVICES

Hourly Operating Rate

CLIN	Description	Unit	Amount
0016	Grader Medium	Hour	$150.00
0017	Grader Large	Hour	$160.00
0018	Backhoe/ Rubber Tire Mechanical Loaders, Medium (2 cubic yards)	Hour	$125.00
0019	Backhoe/ Rubber Tire Mechanical Loaders, Large (3 to 4 cubic yards)	Hour	$135.00
0020	Backhoe/ Rubber Tire Mechanical Loaders, Large (4 to 7 cubic yards)	Hour	$150.00
0021	Backhoe/ Rubber Tire Mechanical Loaders Large (over 7 cubic yards)	Hour	$170.00
0022	Snow and Ice Control Supervisor with contractor-supplied 4-wheel drive vehicle	Hour	$100.00

0023	One ton truck with contractor supplied self angling plow and spreader	Hour	$125.00
0024	Four-Wheel Drive Pickup truck with contractor supplied plow	Hour	$82.00
0025	Four-Wheel Drive Pickup truck with contractor supplied plow and spreader	Hour	$ 90.00
0026	Large Roadway Snow Blower 10' or larger with operators	Hour	$325.00
0027	BOBCATS/Skid Loaders-	Hour	$ 90.00

In addition to the rates indicated above for the performance of tasks and stand-by status, the District is offering compensation for meeting selected criteria, as follows:

B.9 Bonuses for carry-over of attached District snowplow equipment, and inspection or return.

In September 2010 and successive years, Contractors who are:

1) already in possession of attached equipment from the previous snow season, and

2) who return for inspection when contacted in August of each year, will receive a $500.00 bonus per vehicle for bringing the equipment in for inspection by November 15 2010, and another $500.00 bonus per vehicle if they successfully contract with the District for the next snow season's BPA agreement, regardless of the size or type of vehicle. In the event that a previous Contractor opts not to continue with a new BPA for the upcoming snow season, that Contractor will still receive the $500.00 per vehicle if they return the previous year's snowplow to the District.

3) If the contractor does not meet the November 15th deadline but meets the terms of the inspection item by December 1, 2010, he or she will receive a 50% reduction in the start of the season retainer. If the contractor does not meet the terms of inspection at Fleet by the close of business on December 1, 2010, he or she will not receive any start of the season retainer bonus. In addition, the District reserves the right to void the contract and award it to another interested contractor.

B.10 Bonuses for first-time completion of BPA and attachment of District equipment.

At the first snow event of the season, the COTR or his designee will contact each Contractor who has been newly approved by BPA (first-time Contractors only) to participate in the snow season. In this notification, the COTR or his designee will assign a site for each Contractor to report to. Contractors are required at that point to bring their pre-approved vehicle to the designated site for attachment of District equipment prior to beginning performance on the Task Order issued for that day's work. First-time

attachment bonuses for 4x4 trucks, pickup trucks and other light trucks that have been approved by the COTR in accordance with the terms of this BPA will be paid at $100.00 per vehicle. First-time attachment bonuses for 6-wheel, 10-wheel, Gradall, Graders, and other large trucks that have been approved by the COTR in accordance with the terms of this BPA will be paid at $500.00 per vehicle.

B.11 Failure to Report for Duty, and Failure to Return Equipment.

Any contractor who receives any bonus of any type for entering into a BPA agreement with the District either for the first time or as a carry-over from previous years who

1) fails to report for duty upon request of the COTR, **or**
2) fails to report for removal of District equipment upon request of the COTR,

will be referred to the US Attorney General's office for criminal prosecution of Unlawful Use of Government Property, and Felony Grand Theft under District of Columbia Sentencing and Criminal Code Revision Act of 2007, and may be referred to the District Department of Transportation's Office of the Attorney General for litigation on civil breach of contract. Also, if a vendor fails to report for duty when called or fails to answer calls for reporting, the bonus for carry over-inspection or return will not be issued by the District.

B.12 **Stand-By Status**. Contractors who are required by the COTR or his designee to report to duty on a given snow event day, but who are not assigned upon arrival to a specific street clearance or task, will receive compensation at the Stand-by Rate (CLINs 0001-0002) per vehicle/operator. Vehicles must arrive at the dispatch site with full tanks, adequate ballast, and tire chains in place in order to qualify for the Stand-by Rate. Vehicles and operators must remain at the dispatch site until ordered to begin a task or the snow operation is cancelled in order to qualify for the Stand-by Rate.

B.13 There shall be no hourly or stand-by compensation paid to Contractors who are not required by the COTR or his designee to report to duty on a given snow event day. Nonetheless, all Contractors who successfully contract with the District through this BPA are eligible for the bonuses described in Sections D.9 and D.10

B.14 **Carry Over.** Contractors who are required by the COTR or his designee to report to fleet when required for pre-season inspection shall do so at the specified time(s). If the contractor fails to report for duty or fail to answer calls for reporting the bonus for carry over inspection or return will not be issued by the District.

B.15 Prior to beginning duties assigned by the COTR or his designee, each vehicle operator shall study the sketch and route map supplied by the District, and verify with the on-site District supervisor the operator's understanding of the task assigned.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

It is the intent of the OCP, DDOT to acquire the services of a contractor to perform the services as specified in Section C.3 below.

C.1.1 APPLICABLE DOCUMENTS

The Contractor shall perform work in accordance with the documents in the following table. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the BPA.

Item No.	Document Type	Title	Date
1	**Government**	**Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts**	**March 2007**

C.1.2 DEFINITIONS

C.2 PURPOSE:

The District Department of Transportation (DDOT) seeks to assure the safety of our residents and visitors during the peak snow season. The District is acquiring the services of a contractor to be efficient and effective in the area of hauling, snow plowing and removals on streets, highways and bridge structures.

C.3 CONTRACTOR'S RESPONSIBILITY

The contractor shall:

C.3.1 assure that the truck and operator is available on a seven (7) days a week, twenty-four (24) hours a day basis. The District reserves the right to place any unit of equipment on actual operating time, and to discontinue using any unit of equipment at any time as field conditions require or if a unit is not working satisfactorily. The District will be the sole judge as to whether the unit is performing satisfactorily.

C.3.2 establish communications with the District for the duration of this contract. The Contractor must provide a home/office/cellular phone number, or answering service

where the District can contact or leave a message on seven (7) days a week, twenty-four (24) hours a day basis.

C.3.3 be responsible for having and maintaining all safety equipment as required by the District, including but not limited to working lights, horns, heaters, wipers, defrosters. The Contractor shall furnish and maintain all exterior lighting systems including overhead emergency amber rotating or strobe lighting connected with this Contract. The emergency lighting shall have 360˚ visibility at all times. Vehicle headlight beam is required to meet Maryland Motor Vehicle Laws concerning visibility both to and from vehicle with plow attached. The Contractor's dump truck and operator shall be required to meet all DOT regulations and motor vehicle laws.

C.3.4 provide all service and repairs to keep its equipment running for the entire snow event and until released by the responsible District supervisor. The District will not compensate for down time on trucks and equipment that extends beyond one hour. The Contractor shall report to the District when its equipment is down for repairs and when the repairs have been completed and the equipment is operational.

C.3.5 Assure that all personnel and equipment is logged in at the assigned District maintenance facility yard front office or other designated area by an COTR or designee for each winter storm event. The Contractor's personnel shall demonstrate that safety lights, plow, spreader and spinner, and tailgate or spreader box shields are operational and that hydraulic lines are not leaking. Failure to demonstrate the above shall make the unit unusable by the District. The Contractor personnel shall have a cellular phone and the truck must have a full tank of fuel. The cellular phone number shall be given to the District's COTR or representative. Failure to demonstrate that the truck has a full tank of fuel and the operator lacks a cellular phone may make the unit unusable by the District. At the end of operations, all Contractor personnel and equipment must be logged out at the maintenance shop's front office or other designated area by COTR or designee representative and all tickets must be signed in order to receive payment.

C.3.6 assure when not in operations, all trucks loaded with materials shall be covered to prevent freezing.

C.3.7 assure that all trucks report to shops or other designated locations for operations with equipment mounted on the units. Contractor equipment shall not be stored on District property.

C.3.8 assure once equipment is in service for the District the equipment must remain in

service until released by the District. Any Contractor who prematurely discontinues service without the approval of the COTR or designee shall be removed from the District call list. The Contractor must provide the District with adequate reasoning or justification, in the sole opinion of the District, for discontinued service to be reinstated to the call list. Should the Contractor fail to provide said justification or justification acceptable to the District in its sole discretion, the District may pursue termination of the Contract.

C.3.9 provide dump trucks and other equipment with operators, equipped at the Contractor's expense, according to the specifications found in this contract. The dump trucks and other equipment shall be available for work under the direction of the COTR or his/her designee for snow and ice removal operations from November 15, 2010 - April 30, 2012. The equipment under contract to the District shall be available on an "as needed basis" seven (7) days a week, twenty-four (24) hours a day. The District may seek the services of Contractors for rare winter events prior to the November 15th date or after the April 30th date. Each contractor should make the District aware of its interest in performing emergency operation during these dates. Hourly rates will be paid according to the Hourly Rates for Snow Removal Services in Section B.8 of this contract.

C.4 REDEPLOYMENT

C.4.1 The District will alert the Contractor about this opportunity in a timely manner, allowing the Contractor time to report to the new destination. The Contractor shall not, under any circumstance, report to a different District Shop unless directed by the COTR or the designee.

C.5 REPORTING TIMES

C.5.1 When a contractor is contacted and asked to <u>report at a pre-determined time</u> beyond three hours of the call , his/her time will start at that pre-determined time, provided the truck arrives at or before that time in working order ready to perform operations. For example the Contractor is contacted at 4:00 pm and asked to report at 10:00 pm, his/her time will start at 10:00 pm provided the truck arrives by 10:00 pm in working order and ready to perform operations. The Contractor will not be compensated for early arrival. Reporting late may be considered a "failure to respond".

C.5.2 When a Contractor is contacted and asked to <u>report immediately</u> for snow removal operations, the Contractor's truck and operator shall report to the District's assigned facility yard in working order and ready to perform emergency operations within three hours of notification by the District, The Contractor's time will start when the truck arrives at the reporting site in working order and ready to perform operations. Reporting late may be considered a "failure to respond".

C.5.3 When a Contractor is contacted and asked to report immediately for snow removal operations, his/her pay will begin at the time of notification if and only if the truck arrives in working order within an hour of said notification. For example, the Contractor is contacted at 6:00 pm, asked to report immediately, and his/her truck arrives at the reporting site by 7:00 pm. The Contractor's starting time for payment will be 6:00 pm. If the contractor's equipment arrives beyond an hour of said notification, his/her time will begin when he/she arrives.

SECTION D: DELIVERIES OR PERFORMANCE

D.1 TERM OF AGREEMENT

The term of this agreement shall be for a period of one year from the date of award specified on page 1 of the BPA.

D.2 OPTION TO EXTEND THE TERM OF THE AGREEMENT

The District may extend the term of this contract for a period of two (2), one (1) 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.

D.2.1 If the District exercises this option, the extended contract shall be considered to include this option provision.

D.2.2 The price for the option period shall be as specified in the contract.

D.2.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

D.2.4 If the District opts to renew the Contract the Contractor will not be required to return the snowplow equipment at the conclusion of the snow season. Instead, the Contractor will be responsible for maintaining the plow in good condition and will be contacted in August to come in for plow inspection.

D.3 DELIVERABLES

Failure to provide any of the required documentation will result in non-compliance.

D.3.1 Policies and Procedure for the Distribution of District Owned Snow Removal Equipment to Contractors (effective as of 8/1/2006)

D.3.2 Receipt of District Hired Equipment Winter Meeting Presentation

D.3.3 Request for District-Owned Equipment

D.3.4 Specifications for Snow Removal Services Contract
Plows, Salt Spreaders and Spreader Controllers

D.3.5 Request for Taxpayer Identification Number and Certification

D.3.6 Documentations on PAGES 2-4 of this document.

SECTION E: CONTRACT ADMINISTRATION

E.1 ORDERING INFORMATION

E.1.1 The District is not obligated to order any products, goods, commodities or services as a result of this invitation or any subsequent BPA's awarded hereunder. All orders will be placed in accordance with the terms of the agreement. There is no limit to the number of orders that may be placed pursuant to this BPA.

E.1.2 The supplier shall furnish to the District, when and if ordered, the supplies or services specified in the BPA. The District may issue orders requiring performance at multiple locations.

E.1.3 Any order issued during the effective period of this agreement and not completed within that period shall be completed by the supplier within the time specified in the order. The agreement shall govern the Supplier's and the District's rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.

E.1.4 For any agreement which results from this invitation:

E.1.5 The supplier will furnish supplies or services, if and when requested by the contracting officer during a specified period and within a stipulated total amount.

E.1.6 The District is obligated only to the extent that authorized purchases are ordered under the BPA.

E.1.7 The prices to the District shall be low or lower than those charged to the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

E.1.8 The dollar limitation for each resultant purchase under the BPA shall not exceed one hundred thousand dollars ($100,000.00).

E.2 INVOICES

The Contractor and "redeployed" Contractor shall, within 5 working days from the completion of the call out, have his/her work hours verified and submit an invoice. The Contractor shall submit and verify hours worked and sign all submittal sheets. The Contractor shall submit invoices to the COTR no later than 2 (two) weeks after a snow event. All Final invoices must be received within 2 (two) weeks nearest the end of the snow season. Invoices that are submitted to the COTR after April 30, 2011, may not be processed for payment.

All invoices shall contain either the Contractor's Federal ID Number or Social Security Number. Failure to comply with this item may result in delay of payment.

E.2.1 Invoices shall be prepared and submitted to the address identified on each Purchase Order in accordance with the instructions delineated in the Purchase Order.

E.2.2 The format for the invoice shall, at a minimum, contain the following information:

E.2.2.1 The name of Supplier, billing address and telephone number:

E.2.2.2 The agreement number and purchase order number:

E.2.2.3 Delivery Date;

E.2.2.4 The unit price for each individual item/service and total dollar amount due; and

E.2.2.5 The itemized list of materials/services delivered, to include part numbers.

E.3 DELIVERY ORDER PROCEDURE (SUPPLIES)

E.3.1 The District shall initiate procurements under this BPA by placing orders on an as needed basis. All ordering shall be accomplished by issuing a Purchase Order (PO) to the Supplier.

E.3.1.1 Description of item(s)

E.3.1.2 Name of Supplier

E.3.1.3 BPA Number
E.3.1.4 PO Encumbrance Number

E.3.1.5 Date

E.3.1.6 Quantity, unit price, and total price

E.3.1.7 Delivery schedule/destination

E.3.1.8 Point of Contact/address/phone number

E.3.1.9 Invoicing information

E.3.1.10 Funds Certification Date

E.4 TASK ORDER PROCEDURES (SERVICES)

E.4.1 Task Orders for services shall contain the following information:

E.4.1.1 Description of services to be performed

E.4.1.2 Name of Supplier

E.4.1.3 BPA Number

E.4.1.4 Encumbrance Date

E.4.1.5 Date

E.4.1.6 Total dollar amount of PO

E.4.1.7 Location of Service need

E.4.1.8 Point of Contact/address/phone number

E.4.1.9 Invoicing Information

E.4.1.10 Funds certification Date

E.5 CONTRACT ADMINISTRATION

E.5.1 Contracting Officer: The contracting officer is the only District official authorized to contractually bind the District. The contracting officer is:

Jerry Carter, Contracting Officer
District Department of Transportation
2000 14th Street, N.W., 6th floor
Washington, D.C. 20009
(202) 671-2270.

E.5.2 Contracting Officer's Technical Representative: The contracting officer's technical representative is responsible for daily monitoring and supervision of the contract, the contracting officer's technical representative is:

TEMISHA LASSITER
Program Styaff Assistant
DDOT,TOA
2000 14th Street 7th floor.Washington DC 20009
(202)671-135

SECTION F: BPA SPECIAL CLAUSES

F.1 DISCLOSURE OF INFORMATION

No information regarding the Contractor's performance of the invitation shall be disclosed by the Contractor to anyone other than District Government officials, unless written approval is obtained in advance from the Contracting Officer.

F.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

F.2.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, is hereby incorporated and shall be applicable to the contacts resulting from this solicitation. Copies of each of the provisions mentioned in this paragraph can be acquired from the issuing office listed in this solicitation.

F.3 CONFIDENTIALITY OF INFORMATION

F.3.1 All information obtained by the Contractor relating to an employee of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

F.4 PRODUCT REMOVAL AND MODIFICATION

If any product delivered to the District requires modification, is removed or recalled by the Supplier or manufacturer, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the Supplier shall immediately notify the Agency Chief Contracting Officer, District Department of Transportation, Office of Contracting and Procurement, 2000 14th Street, N.W., 6th floor, Washington, D.C. 20009, in writing, within five (5) days of the supplier's knowledge of recall or modification and provide two copies of the notification which shall include, but not be limited to the following:

F.4.1 Complete item description and/or identification, order numbers from customer, and the agreement number assigned as a result of an award on this invitation.

F.4.2 Reasons for modifications, removal or recall.

F.4.3 Necessary instructions for return for credit, replacement or corrective action.

F.4.4 Provide the above information to all agencies as well as to those District of Columbia facilities that have purchased the product.

F.5 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 submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $500,000 limits per occurrence; and shall include the District of Columbia as an additional insured.

   Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $500.000 limits per occurrence; shall include the District of Columbia as an additional insured.

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 the contract. The policy shall cover the operations performed under the contract with a $500,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance.

   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: $100,000 per accident for injury; $100,000 per employee for disease; and $500,000 for policy disease limit.

5. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of $100,000 per occurrence for each wrongful act and $100,000 per aggregate for each wrongful act.

B. DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

D. 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.6 WARRANTY

Unless specified otherwise in this agreement, the Supplier's standard commercial warranty as stated in the supplier's commercial pricelist, will apply to this agreement. In addition to the Supplier's standard commercial warranty, the Supplier warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this agreement. Except as otherwise provided by an express or implied warranty, the Supplier will not be liable to the District for consequential damages resulting from any defect or deficiencies in accepted items.

F.7 **LIQUIDATED DAMAGES**

Liquidated damages of $250.00 (dump truck) and $125.00 (pickup truck). The deductions will be subtracted from the Bonus due to the Contractor for each occurrence when the Contractor does not respond to a callouts as specified by the COTR or his/her designee.

Liquidated damages of $250.00 (dump truck) and $125.00 (pickup truck) will be deducted from the bonus due the Contractor for each occurrence when the Contractor receives a "Notice of Unsatisfactory Performance" (please see Attachment II). The total deductions will not exceed $500.00 (dump truck) and $250.00 (pickup truck).

F.8 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment J.8 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

F.9 WAY TO WORK AMENDMENT ACT OF 2006

F.9.1 Except as described in F.7.2 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.

F.9.2 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.

F.9.3 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.

F.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

F.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The

Contractor shall also post the Notice attached as I.8_ 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.

F.9.6 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.

F.9.7 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*.

F.9.8 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 eminent 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.

F.9.9 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.

F.10 DISTRICT RESPONSIBILITIES

F.10.1 The District may install plows as available on contractor trucks.

F.10.2 The District will contact contractor and direct contractor on reporting time for duty.

F.10.3 The District will provide all direction on routes to be serviced and will provide instructions on snow removal activities.

F.10.4 The District will keep time sheets on all hours worked by contractors.

F.11 ORDER OF PRECEDENCE

Any inconsistencies in the agreements that result from this invitation shall be resolved by giving precedence in the following order:

F.11.1 The Agreement

F.11.2 The Purchase Order

F.11.3 The Attachments to the Agreement

F.12 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (July 1990

Definitions. As used in this provision:

Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the

responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Offeror in connection with a specific contract at which employees of the Offeror are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of an Offeror directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Offeror employee who has other than a minimal impact or involvement in contract performance.

Individual means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds $25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar day's performance duration, but in any case, by a date prior to when performance is expected to be completed:

(a). Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b). Establish an ongoing drug-free awareness program to inform such employees about the following:

The dangers of drug abuse in the workplace;
the Offeror's policy of maintaining a drug-free workplace;
Any available drug counseling, rehabilitation, and employee programs assistance; and
The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c). Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 31 (a) of this provision;

(d). Notify such employees in writing in the statement required by subparagraph 31 (a) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:

Abide by the terms of the statement; and
Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(e). Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision 30 (d) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(f). Within 30 calendar days after receiving notice under subdivision 30 days of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g). Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 31(a) through 31 (f) of this provision.

By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

Failure of the Offeror to provide the certification renders the Offeror unqualified and ineligible for award.

In addition to other remedies available to the Government, Contractor's failure to comply with the requirements of this clause may render the contractor subject to suspension of contract payments, termination to the contract for default, and suspension or debarment.

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

_____
Authorized Offeror Personnel (Print Name)

_____
Signature of Authorized Offeror Personnel

_____
Title of Authorized Offeror Personnel

_____
Date

SECTION G: INSPECTION AND ACCEPTANCE

G.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause five (5), 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.

G.2 The District and all its designee's shall have access at all reasonable times to the premises in which any District property is located for the purpose of inspecting the District' property.

SECTION H: INSTRUCTIONS TO BIDDERS

H.1 Each response shall contain the Supplier's delivery time for supplies/services. The supplier must meet the requirements in Section A, C and B to be considered responsive to this solicitation.

H. 2 EXPLANATION TO SUPPLIERS

H.2.1 Any prospective Supplier desiring an explanation or interpretation of this invitation must request it in writing. Request should be directed to the individual identified below. Any information given to a prospective Supplier concerning an invitation will be furnished promptly to all other prospective Suppliers as an amendment to the invitation, if that information is necessary in submitting responses or if the lack of it would be prejudicial to any other prospective suppliers. Oral explanation or instructions given before the award of the agreement will not be binding. Written requests for explanation or information regarding this invitation must refer to the specific invitation number and be received five (5) days prior to submission date listed on page 1.All inquiries should be directed to:

Ebony Elder, Contract Specialist
Department of Transportation
Office of Contracting and Procurement
2000 14th Street, NW, 6th floor
Washington, D.C. 20009
Telephone Number: (202) 671-2278
Facsimile Number: (202) 671-0664

H.2.2 The Supplier shall provide the agreement items through authorized Purchase Order (PO), issued by the District Government. Payment, billing and delivery information shall be established in the individual Purchase Order.

H.2.3 Orders placed pursuant to this BPA will be considered issued pursuant to full and open competition.

H.3 PACKAGING OF RESPONSES, RECEIPT OF RESPONSE AND RESPONSE DUE TIME

H.3.1 Each respondent shall securely seal in an envelope its response and other required documents. The supplier shall mark on the outside of the envelope the fact the envelope contains a response, the name of the supplier, the invitation number and the date of required submission of response. The Contracting Officer or designee shall be solely responsible for determining when the response due time arrives.

H.3.2 All responses to this invitation for Response shall be delivered to:

District Department of Transportation
Office of Contracting and Procurement
2000 14th Street, N.W., 6th floor
Washington, D.C. 20009

H.4 SUBMISSION OF RESPONSE TO INVITATION FOR RESPONSE

H.4.1 All responses to this Invitation for Response are due on as specified on page 1, by 2:00 p.m., local time.

H.5 SIGNING RESPONSES AND CERTIFICATIONS

H.5.1 Each response must show a full business address and telephone number of the supplier and **BE SIGNED BY THEIR PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the response or resulting agreement will be mailed to the address shown on the response in the absence of written instructions from the supplier or contractor to the contrary. Any response submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any response 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. Upon request, a supplier shall provide to the District satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a response, the supplier shall submit to the contracting officer of the agent's authority to bind the supplier. Supplier shall complete and sign all documents required as part of their response. Failure to do so may result in a response being rejected.

H.6 PENALTIES FOR MISREPRESENTATIONS

H.6.1 Any material misrepresentation on the sworn notarized self-certification form could result in termination of the agreement, supplier's liability for civil and criminal action in accordance with the Act and other District laws and possible debarment.

H.7 ACKNOWLEDGEMENT OF AMENDMENTS

H.7.1 Suppliers shall acknowledge receipt of any amendments to this invitation (a) by signing and returning the amendment; or (b) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. A Supplier's failure to acknowledge an amendment may result in rejection of the offer.

H.8 LATE BIDS, LATE MODIFICATIONS AND LATE WITHDRAWALS

N/A

H.9 ACCEPTABILITY OF RESPONSE

H.9.1 In responding to this invitation, prospective Contractors are required to include the following. Failure to provide this information as part of the Contractor's response may result in the Contractor being found Non-Responsive to this invitation.

H.9.2 Provide a copy of applicable licenses and/or industry certification necessary to perform the requirement.

H.9.3 Copies of valid vehicle registration (in effect for the term of this agreement) for all vehicles listed in Section A of this document.

H.9.4 Certificate of Liability Insurance (in effect for each vehicle proposed for this agreement) for all vehicles listed in Section A of this document.

H.9.5 Items H.9.1 through H.9.4 above shall constitute a complete "qualification package". Any supplier not submitting all of the documentation required above may be deemed non-responsive.

H.10 NOTICE TO VENDORS

H.10.1 The District government requires all vendors to have an approved procurement instrument (such as this Blanket Purchase Agreement) in place prior to providing goods or services. Entering into contracts verbally or without appropriate authorization is prohibited.

H.10.2 Any vendor who delivers services or goods to the District without a properly completed BPA and subsequent Task Order is doing so entirely at their own risk. The District does not pay for goods or services that were provided without the benefit of a properly executed contract.

H.11 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d *et seq.*

SECTION I: ATTACHMENTS

I.1	The Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, dated March 2007
I.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 10, dated 06/15/2010
I.3	Living Wage Notice
I.4	Policies and Procedure for the Distribution of District Owned Snow Removal Equipment to Contractors (effective as of 8/1/2006)
I.5	Contractor Performance Evaluation Form (Notice of Unsatisfactory Performance)
I.6	Receipt of District Hired Equipment Winter Meeting Presentation
I.7	Request for District-Owned Equipment
I.8	Specifications for Snow Removal Services Contract Plows, Salt Spreaders and Spreader Controllers
I.9	Tax Certification Affidavit
I.10	Request for Taxpayer Identification Number and Certification

ATTACHMENT I.4

Policies and Procedures for the Distribution of District Owned Snow Removal Equipment to Contractors

(Effective as of 8/1/2006)

The District of Columbia utilizes the services of hired equipment to supplement its own forces in the removal of snow and ice from District highways. It is critical that all hired equipment work effectively and efficiently to provide motorists with the safest roads possible during and after winter storms. In order to provide this measure of safety, all hired equipment contractors must provide the District with properly working dump trucks and competent equipment operators. It is also important that the hired equipment performs satisfactorily during winter events according to the level of service defined in the hired equipment contract.

Traditionally, the District determines the number of hired trucks it needs for an upcoming winter season, advertises its annual Contract for Snow Removal Services in late summer or early fall and receives completed contract documents from contractors. As completed contract documents are received by the COTR either through the mail or dropped off, they will be date and time stamped and entered into a Hired Equipment Contract Submittal Log. The COTR will provide contractors with a written receipt, indicating the date and time the contract was received.

The District will begin the process of reviewing the completed contract documents after the close of bids, as noted in the contract. After reviewing the completed contract submittals, the District's first preference will be to enter into contract with contractors who have dump trucks equipped with their own plow and/or spreader and have a proven track record of past satisfactory performance with the District.

This proven track record includes contractor's trucks arriving at their designated shop within the allotted reporting times detailed in the contract, and with all equipment working properly. It also includes contractor's equipment operators who followed the direction of the District during storms and did not act in a manner that was dangerous or detrimental to the public. The contractor's performance will be measured seasonally using the Contractor Performance Evaluation Form. First preference is given to proven, hired equipment contractors with their own plows and/or spreaders because it frees the District from the cost of purchasing and maintaining an excessive inventory of District plows and spreaders.

If more hired trucks are needed after this initial group of contractors is brought on board, the District reserves the right to distribute its limited number of plows and/or spreaders to hired equipment contractors who have already performed winter operations with the District in a satisfactory manner and have a proven track record, as detailed in the above paragraph. This, again, is in line with the District's paramount responsibility to provide the maximum amount of safety and mobility for motorists during and after winter storms.

If additional trucks are needed, the District's next priority is to bring new contractors on board that have owner supplied plows and/or spreaders. While these contractors do not have prior District experience, they have the potential to move the District closer to its goal of utilizing a fully equipped contractor force. As noted before, this frees the District from the cost of purchasing and maintaining an excessive inventory of District plows and spreaders.

After entering into contract with the above mentioned hired equipment contractors, the District will make a final determination if more hired trucks are needed. If more trucks are needed, the District will offer any remaining plows and spreaders to other hired equipment contractors on a first come, first served basis. This will be done based on the date and time the shop receives the contractor's submittal of a competed contract package, including the Request for District-Owned Equipment form, to the COTR. This will have been noted in the shop's Hired Equipment Contract Submittal Log.

ATTACHMENT I.5 (SAMPLE)

Contractor Performance Evaluation Form

(Notice of Unsatisfactory Performance)

To: _____
(Contractor)

_____
(Address)
_____

_____

In accordance with the requirements of the Contract for Snow Removal Services with the District of Columbia for fiscal year ____, we are hereby giving you a Notice of Unsatisfactory Performance for the winter storm of _____(date) at the _____ Maintenance Shop. The notice is due to the following reason(s):

- Failure to report for a callout in a timely manner as defined in the Response Time section of the contract (Time called _____ Time reported _____)

- Failure to report with equipment that was operational and prepared to plow snow and spread salt (if applicable) as directed by the District _____

- Failure to follow direction of the District_____

- Actions that could endanger the public or other District or hired equipment or personnel _____

This contract is not terminated at this time. The Contractor is notified that liquidated damages of $250.00 will be deducted from the Contractor's season ending retainer for this deficiency. The Contractor is further notified to correct the noted deficiency prior to the next callout. A second notice may cause this contract to be terminated.

SIGNED: _____ DATE: _____

Resident Maintenance Engineer or representative

ATTACHMENT I.6

Receipt of District Hired Equipment Winter Meeting Presentation

Dear Contractor:

This document certifies that you have received a paper copy of the District of Columbia's Hired Equipment Winter Meeting presentation.

The _____COTR_____ is requesting that your company review this material with any of your drivers who did not attend the winter meeting and who plan to drive for your company while working for the District during the 2010-2011 winter season.

Company Name:_____

Company Representative:_____

Representative's Signature:_____

Date: _____

ATTACHMENT I.7

Request for District-Owned Equipment

The District has a limited number of plows that may be available to contractors. The plows will first be made available to contractors who have a proven track record of past satisfactory performance with the District. Once these contractors are offered plows, any remaining equipment will be offered to other contractors on a first come, first served basis. In order to obtain District plows, contractors with prior experience with the District and first time contractors shall fill out this form. **The District's-owned equipment installed on Contractors' vehicles shall not be used for work other than work performed under the District's supervision.**

Company Name:_____

Company Address:_____

_____

Daytime Phone Number: _____ After-Hours Phone Number: _____

Prior Experience with District Snow Removal Contract? Yes ___ No ___ Number of Years _____

Type of District-Owned Equipment Being Requested:
Plow and Frame Yes _____ No _____ Number of Units _____

Name and Signature of Appointing Authority of Hired Contractor
Requesting District Owned Equipment

_____ (Print Name)

_____ (Print Title)

_____ (Signature)
_____ (Date)

Name and Signature of District Receiving Authority

_____ (Print Name)

_____ (Title)

_____ (Signature)

_____ (Date)

ATTACHMENT I.8
Specifications for Snow Removal Services Contract
Plows, Salt Spreaders and Spreader Controllers

Note: Contractor supplied plows, salt spreaders and spreader controllers for single and multi-axle dump trucks must meet the following minimum specifications. The District COTR or designee will be the sole judge as to whether the equipment meets District requirements.

Snow Plow

The contractor must have an installed and functional angle reversible snowplow for highway use. The plow shall be 10-foot in length and a minimum of 40 inches in height. The plow must be capable of installation on a 33,000 GVW truck or above and be fully operational. Examples of this plow type include but are not limited to manufacturers such as Goodroads, Valk, & Monroe.

Salt Spreader

The contractor shall have an installed and functional full-width tailgate spreader on single-axle dump trucks. The contractor shall have either an installed and functional full-width tailgate spreader or "v-box" type spreader on tandem axle and tri-axle trucks. These units shall be hydraulically driven in proportion to the distribution of material given the capacity of the truck.

All tailgate style spreader trucks shall have one or more appropriately sized shields permanently attached to each side of the tailgate or spreader box to prevent material spillage.

Spreader Control System

The contractor must have, at minimum, a manually controlled hydraulic spreader controller operated by valves to independently control auger speed and spinner output flow in proportionate ratios to allow for various application rates. If the contractor elects they may install a functional spreader control system either of the open loop or closed loop design integrated with an electronic automatic system consisting of a control console and all necessary ancillary equipment and hardware to connect and operate with a central hydraulic system. At the contractor's option, the controller may have data extraction capabilities that indicate current run totals, season totals, and unit information. If the contractor provides a controller with data extraction capabilities, SHA may request that the data be extracted upon completion of any given winter event.

A precise spreader calibration chart shall be furnished by the contractor. The system shall be field calibrated prior to inspection by District forces.

Note: The above specifications do not apply to "One ton truck with contractor supplied self angling plow and spreader" and for pickup trucks. The District COTR or designee will determine if the equipment provided by contractors for this particular equipment meets the District's needs and can be used for operations under the direction of District personnel. Contractors are urged to contact the COTR to determine if their proposed equipment will be approved by the District.