

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCKA-2010-A-0232	Page of Pages 1 4
2. Amendment/Modification Number 1 (one)	3. Effective Date 9/29/2010	4. Requisition/Purchase Request No.	5. Solicitation Caption 2010-2011 Snow Plows	
6. Issued By: Office of Contracting and Procurement (Indicate Cluster Name) (Indicate Address, including Room/Suite Number) Washington, DC (Include Zip Code)		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X) 9A. Amendment of Solicitation No. DCKA-2010-A-0232	9B. Dated (See Item 11) 9/29/2010
Code			10A. Modification of Contract/Order No.	
Facility			10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to amend the scope of work. The BPA is amended as follows: (See attached revised pages) 1) Add CLIN 0002 " Operator/Vehicle stand-by for all trucks and equipment with or without District equipment attached" 2) Substitute the description of CLIN 0017 and replace it with CLIN 0018 " Backhoe/ RubberTire Mechanical Loaders, Medium (2 cubic yds)" 3) Substitute the description of CLIN 0018 and replace it with CLIN 0019 " Backhoe/ RubberTire Mechanical Loaders, Medium (3 to 4 cubic yds)" 4) Substitute the description of CLIN 0019 and replace it with CLIN 0020" Backhoe/ rubberTire Mechanical Loaders, Medium (4 to 7 cubic yds)" 5) Substitute the description of CLIN 0020and replace it with CLIN 0021 " Backhoe/ rubberTire Mechanical Loaders, Medium (over 7 cubic yds)" 6) Delete the first sentence of Section B.12 Stand-by Status and replace it with " 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 (CLIN 0001-0002) per vehicle/operator."				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Jerry M. Carter	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia <i>Kathy S. Hatcher</i> (Signature of Contracting Officer)		16C. Date Signed 10-5-2010

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	Hour	\$170.00

	Loaders Large (over 7 cubic yards)		
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.15 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.