

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages
			1	3
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption	
DCKT-2011-B-0034-0001	See 16C Below		Rear Loader Packers	
6. Issued by:		Code	7. Administered by (If other than line 6)	
Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14 <sup>th</sup> Street, NW, 6 <sup>th</sup> Floor Washington, DC 20009			Department of Public Works Fleet Services Division 1725 15 <sup>th</sup> Street, NE Washington, DC 20002	
8. Name and Address of Contractor (No. street, city, county, state and zip code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation DCKT-2011-B-0034
				9B. Dated (See Item 11) 1/6/11
				10A. Modification of Contract Order No.
				10B. Dated (See Item 13)
Code	Facility			
	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input 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 ACKNOWLEDGMENT 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 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 data 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)				
<b>E. IMPORTANT:</b> 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.)				
A. CLINs 0001 and 0002 are funded through the American Recovery and Reinvestment Act of 2009. Therefore Section B.4 is added as follows:				
<p><b>B.4.</b> This procurement is being funded by the District of Columbia with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act). The Contractor will be subject to the additional requirements included on Attachment J.8.</p>				
<b>B.</b> Attachment J.8, PROVISIONS APPLICABLE TO PROCUREMENTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT is attached to this amendment and hereby incorporated into the solicitation.				
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	
			<i>Gene Johnson</i>	
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature)		<i>[Signature]</i>	1/26/11	
			(Signature of Contracting Officer)	

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**C. Responses to Bidders' questions as follows:**

- Q1. C.2.2.2.4, Front bumper to back of cab-71.44" ILO 60"
- A1. Offering of 71.44 inches is unacceptable. Adding a foot to the length of the unit affects the unit turning radius negatively.
- Q2. C.2.2.5.4, Rear suspension- 30,000 lbs ILO 31,000 lbs
- A2. 30,000 lbs. rear suspension rating is acceptable
- Q3. C.2.2.9.10, Hydraulic driven fan ILO air controlled
- A3. Hydraulically driven fan is unacceptable because of its history of failures within our service. Air controlled type fan has offered long term success.
- Q4. C.2.2.25.5, Packer sides are made of 11 ga. 80,000 PSI steel. Request 80,000 PSI minimum be acceptable.
- A4. 80,000 PSI minimum is acceptable
- Q5. C.2.2.27.3, Leach packer has an operating pressure of 2300 PSI. Request 2300 PSI minimum be acceptable.
- A5. 2300 PSI minimum is acceptable
- Q6. C.2.2.32.1, Overall length- 341" ILO 310"
- A.6. Adding an additional 31 inches (341") to the length of the truck is unacceptable. The affect this additional length would negatively impact the vehicle's maneuverability and steering radius, especially through narrow streets and alleyways.
- Q7. C.2.4.13.1, Wheelbase shall be 132, actual wheelbase on 2011 models will be 132.5
- A7. The wheelbase of 132.5" is acceptable
- Q8. C.2.4.13.2, (a) Cab to axle useable 97", Maximum 97" usable CA is 102.5".  
(b) Cab to axle looks to be set up for a 6 yard body not an 8 yard body?
- A8. (a) Cab to axle usable CA of 102.5 is acceptable.  
(b) This is a an eight yard application

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Q9. C.2.4.14.3, Fuel tank capacity 33 gallon outboard mounted, Isuzu now only offers rear inboard mount between frame rail 30 gallon fuel tank on chassis shorter chassis. There is not a lot of clear outside frame to mount 33 gallon tank outside of rail with the new emission systems. The biggest question is C.2.4.14.3, will DC accept between the rail mounted 30 gallon fuel tank or do we need to install an aftermarket fuel tank? Please let me know if these things can be changed with an addendum or what we need to do. I am working to build the chassis with no exceptions.

A9. After-market fuel tank is acceptable.

Q10. C.2.4.16.2, Curb to curb, maximum 40.7 feet, 2011 Isuzu chassis are 41.4'

A10. Curb to curb maximum 41.4' acceptable

Q11. C.2.4.16.3, Wall to wall, maximum 46.0 feet, 2011 Isuzu chassis are 46.6'

A11. Wall to wall maximum of 46.6'. is acceptable

Q12. C.4.18.3, Body Length listed (162") Is the dimensions for a 6 yard rear load body not an 8 yard?

A12. This is the length that has been requested and specified for this application, if the vendor does not have the applicable body that aligns with chassis dimensions that have been requested, he can look outside of his product line.

Q13. C.4.18.4, Does the maximum height include have the tailgate raised?

A13. No

Q14. C.2.4.18.5, Body height above frame would 69" work instead of 61"?

A14. 69 inch height above the frame is adequate as long as the packing force and capacity is not altered.

Q15. C.2.4.18.7, Body capacity listed state 6 yard not eight? Does the District want an 8 yard body or a 6 yard? There seems to be a great deal of confusion in regards to what body the District is looking for on this last truck.

A.15 This is a an eight yard application. C.2.4.18.7 should read 8 yard.

Q16. C.2.4.18.17, Calls for dual car tippers. Due to the size of the body the dual cart tipper will not works. The specification should specify a single cart tipper? This due to the weight and size of the tippers

A16. Single cart tipper should be standard and acceptable.

**D. The closing date for this solicitation is extended to February 3, 2011.**

## ATTACHMENT J.8

### PROVISIONS APPLICABLE TO PROCUREMENTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT

#### I. APPLICABILITY OF THE AMERICAN RECOVERY AND REINVESTMENT ACT

This procurement is being funded by the District of Columbia with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act), and is subject to the reporting and operational requirements of the Recovery Act. All contractors and subcontractors are subject to audit by appropriate federal and District entities. The District has the right to cancel, terminate or suspend the contract if the Contractor or any subcontractor fails to comply with the reporting or operational requirements of the Recovery Act, as it may be amended.

#### II. REPORTING

1. In addition to the other reporting requirements in this contract, the Contractor shall comply with all reporting requirements of the Recovery Act, as follows:

(a) *Definitions.* As used in this clause—

“Contract” means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications.

“First-tier subcontract” means a subcontract awarded directly by a prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the Recovery Act. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the Recovery Act. This definition covers only prime contractor

positions. The number shall be expressed as FTE, calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the Contractor to provide products and/or services that are funded under the Recovery Act. Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice has been submitted are due no later than 5th calendar day after the end of each month.

(d) Unless otherwise directed by the Contracting Officer, the Contractor shall report the following information, using the online reporting tools available at <https://reporting.dc.gov>

- (1) The contract and order number, as applicable.
- (2) The amount of Recovery Act funds invoiced by the Contractor for the reporting period.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the previous month.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

- (i) In the Contractor's preceding fiscal year, the Contractor received—
    - (A) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
    - (B) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (8) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (9) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 8, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) The applicable North American Industry Classification System (NAICS) code.
  - (vi) Funding agency.
  - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (viii) Subcontract number (the contract number assigned by the prime contractor).
  - (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
  - (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
  - (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
    - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
      - (1) 80 percent or more of its annual gross revenues in federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(10) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor. A job cannot be reported as both created and retained.

(11) A unique identifier for each of the Contractor's employees working on a project funded by the Recovery Act. The unique identifier will be the employee's last name combined with the last three numbers of their social security number.

(12) Total hours worked on work funded by the Recovery Act by each employee utilizing the unique identifier.

2. The Contractor shall designate a responsible contact person who will ensure that the data described in Section II.1 is reported by the required time. The Contractor designates the following person as the contact person:

*Name:* \_\_\_\_\_  
*Title:* \_\_\_\_\_  
*Address:* \_\_\_\_\_  
\_\_\_\_\_  
*Telephone:* \_\_\_\_\_  
*Email address:* \_\_\_\_\_/

3. A cumulative amount from all the reports submitted for this contract will be maintained by the District's on-line reporting tools.

4. The Contractor shall not use Recovery Act funds to meet the cost of its tracking and reporting requirements under its Recovery Act contracts.

### III. POSTING AVAILABLE JOB OPENINGS

The Contractor shall promptly post all new job openings on the District Department of Employment Services' website at [www.dcnetworks.org](http://www.dcnetworks.org).

#### **IV. ACCESSIBILITY TO RECORDS REQUIREMENTS**

1. Pursuant to section 1514 of the Recovery Act, the Contractor agrees to allow any appropriate federal entity, including an inspector general:
  - a) access to examine any records of the Contractor and any subcontractor pursuant to this contract that pertain to, and involve transactions relating to, this contract or any subcontract under this contract; and
  - b) to interview any officer or employee of the Contractor, or any subcontractor, regarding such transactions.
  
2. Pursuant to section 902 of the Recovery Act, the Contractor agrees to allow the Comptroller General and his representatives:
  - a) access to examine any records of the Contractor or any of its subcontractors that directly pertain to, and involve transactions relating to the contract or subcontract under this contract; and
  - b) to interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

#### **V. EQUAL EMPLOYMENT OPPORTUNITIES**

In addition to the District's equal opportunity requirements, the Contractor shall comply with, and require its subcontractors to comply with, all of the following federal laws for equal employment opportunities, if applicable:

Titles VI and VII of the Civil Rights Act of 1964  
Equal Pay Act of 1962  
Age Discrimination in Employment Act of 1967  
Title IX of the Educational Amendments of 1972  
Section 504 of the Rehabilitation Act of 1973  
Age Discrimination Act of 1975  
Titles I and V of the Americans with Disabilities Act of 1990  
Fair Housing Act  
Fair Credit Reporting Act  
Equal Educational Opportunities Act  
Uniform Relocation Act

#### **VI. WHISTLEBLOWER PROTECTIONS**

1. Pursuant to Section 1553 of the Recovery Act, the Contractor and all subcontractors are prohibited from discharging, demoting or otherwise discriminating against any employee of the Contractor or any subcontractor as a reprisal for disclosing any of the following information that the employee reasonably believes is evidence of:
  - a) gross mismanagement of the contract related to Recovery Act funds;

- b) gross waste of Recovery Act funds;
- c) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds;
- d) an abuse of authority related to the contract, including the competition for or negotiation of the contract, related to Recovery Act funds; or
- e) a violation of law, rule or regulation related to Recovery Act funds.

2. The inspector general shall receive and investigate all complaints alleging a violation of Paragraph 1 of this section.

3. All contractors and subcontractors receiving Recovery Act funds shall post a notice of employee rights as described in Paragraph 1 of this section in conspicuous locations with other required employee rights information.

## **VII. ADDITIONAL PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS**

### **1. Department of Labor Wage Determinations**

- a) The Contractor and its subcontractors shall pay all laborers and mechanics wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. The Contractor shall be bound by the wage rates for the term of the Contract.
- b) All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this Contract.

### **2. Buy American**

- a) Pursuant to Section 1605 of the Recovery Act, the Contractor and all subcontractors must use steel, iron and manufactured goods that have been produced in the United States, unless the Government determines one of the following:
  - (i) The use of those materials would be inconsistent with the public interest;
  - (ii) That there is an insufficient quantity or quality of steel, iron or relevant manufactured goods that were produced in the United States; or
  - (iii) The use of those materials would increase the cost of the project by more than twenty-five percent (25%).
- b) The Contractor may seek a waiver from the Buy American requirements by appealing to the appropriate agency under the rules at 2 CFR Part 176.

**VIII. PROVISIONS APPLICABLE TO SUBCONTRACTORS**

The Contractor shall provide a copy of this Attachment **J.8** to all of its subcontractors under this contract.