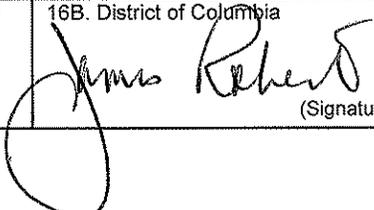


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 4
2. Amendment/Modification Number DCKT-2009-R-0120-002	3. Effective Date See 16C Below	4. Requisition/Purchase Request No.	5. Solicitation Caption Grounds Keeping and Landscaping Services	
6. Issued by: Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14 th Street, NW, 6 th Floor Washington, DC 20009		Code	7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code)		X	9A. Amendment of Solicitation DCKT-2009-R-0120	
			9B. Dated (See Item 11) September 23, 2009	
			10A. Modification of Contract Order No.	
			10B. Dated (See Item 13)	
Code	Facility	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 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 CONTRACTORS/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)				
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.) Solicitation DCKT-2009-R-0120 is hereby amended to provide responses to additional offeror questions and to update the insurance requirements as outlined on pages 2 through 4. The closing date is extended to 2:00 pm on Tuesday, October 27, 2009.				
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 James Roberts		
15B. Name of Contractor (Signature)	15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed 10/15/09	

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14. A. Responses to additional Offerors' questions are provided below.

Q1. Do you have a proposed start date?

A1. It is expected that the contracts will be in place prior to the beginning of the 2010 mowing season (March 2010).

Q2. Is there a percentage of this contract that must be done by the prime?

A2. If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

1. At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or
2. If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph 1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
3. Any Offeror who proposes to subcontract a portion of the work must submit its subcontracting plan with its proposal.

Q3. Is there a percentage that could be subbed out or does it matter?

A3. See response to Question 2 above.

Q4. How do we obtain the current pricing for this contract?

A4. See response to Question 15 in Amendment 1.

Q5. Once the contract is awarded, will your agency send out an award letter?

A5. Once the contract(s) are awarded, award notices will be sent to the unsuccessful offerors.

Q6. Is it possible that more than one company could be selected for this contract?

A6. The District will make award by ward. Therefore there could be from 1 – 8 contracts awarded.

Q7. As long as we demonstrate we have adequate equipment, does it have to be the exact equipment per 100 acres listed in the solicitation Section C.3.1.6?

A7. Vendors must demonstrate that they have the minimum equipment outlined in section C.3.1.6.

Q8. Please confirm the acreage for Oxon Run in Ward 8.

A8. The estimate in the Revised Attachment J.1.4 (132.1 acres) is the District's best estimate as to the acreage.

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Q8. I am a CBE company doing a joint venture or subcontracting agreement with a non CBE company. If I am a subcontractor to a company that is not a CBE company, will my CBE points count towards the bid for the prime who is not a CBE company?

A8. No, CBE points would not apply if the subcontractor was a CBE. If the CBE was the prime, then CBE points would apply.

Q9. As the CBE company, is it required that I do a minimum percentage of the work to have my points on the overall bid?

A9. See response to Q8.

Q10. Does the CBE company have to be in a joint venture versus a subcontract agreement to have the points recognized on the overall bid?

A10. When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation.

Q11. Snow Removal Area - Is it going to be everything in the Wards? In this contract what is the snow removal for? Some items don't need snow removal (ie, small parks). For instance, Ward 1, Line 12-28 does that require snow removal? Is there going to be another site visit? And if so when?

A11. When ordered, snow removal services will focus primarily on sidewalks, stairs and parking lots to allow for safe entry into and around the locations listed. Vendors are encouraged to visit the locations to become familiar which each site.

14. B. Section I.8 Insurance is hereby replaced in its entirety with the following clause:

I.8 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 have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. 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 and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

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2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. 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: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

7. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.

B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. **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. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.