

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

SECURITY GUARD SERVICES

Solicitation #: DCAM-13-NC-0120

Addendum No. 1

Issued: February 28, 2013

This Addendum Number 01 is issued by e-mail on February 28, 2013. Except as modified hereby, the Invitation For Bids ("IFB") remains unmodified.

Item #1

Attachment A Form of Contract: Attached to this Addendum is the Form of Contract. TO THE EXTENT THERE IS AN INCONSISTENCY BETWEEN THE FORM OF CONTRACT ISSUED HERewith AND THE IFB, THE FORM OF CONTRACT SHALL GOVERN.

Item #2

Request for Information: Below is a list of questions and the Department's responses.

1. Is attachment C asking if we have a contract with DGS, or any other dealing with the persons listed? **Response: Attachment C request disclosure of any past or present business, familiar or personal relations.**
2. The DOES- First Source Agreement attachment E is the top part of this form is to be completed by us, and do we submit all pages back to you? **Response: Yes the First Source Agreement is to be completed by the contractor and shall be provided to the Department once award is made.**

Item #3

The bid date remains unchanged. Bids are due by **March 7, 2013 at 2:00 pm EDT**. Bids that are hand-delivered should be delivered to **Frank D. Reeves Center, 2000 14th Street, NW, 8th floor, Washington, DC 20009**.



JW Lanham
Associate Director/Contracting Officer

2/28/13

Date

- End of Addendum No. 1 -

Attachment A

Form of Contract

**AGREEMENT FOR
SECURITY GUARD SERVICES
DCAM-13-NC-0120**

THIS AGREEMENT FOR SECURITY GUARD SERVICES ("Agreement") is entered into by and between the District of Columbia government acting by and through its **DEPARTMENT OF GENERAL SERVICES** ("Department") and **[INSERT CONTRACTOR NAME]** ("Contractor").

WITNESSETH:

WHEREAS, the Department issued an Invitation for Bid to engage a contractor to provide security guard services for three (3) District of Columbia public facilities.

WHEREAS, the Contractor submitted a bid in response to the Invitation for Bid, and the Department wishes to engage the Contractor to provide the requested services.

WHEREAS, the Department desires that the services be provided from date of award and expire one (1) year thereafter.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

Agreement:

Section 1.1 General Scope of Work & Intent of Contract. Subject to the terms and conditions of this Agreement, the Contractor shall provide all of the necessary equipment, and materials including uniforms, communication devices and weapons, and other items necessary to perform the required security services throughout the Contract term.

Section 1.2 Lemuel Penn Center.

Section 1.2.1 The Contractor shall provide two (2) professionally trained and certified armed Special Police Officers ("SPOs")

Section 1.2.2 The Contractor shall provide inspections of all entrances and exits as directed by the Contracting Officers Technical Representative (COTR) or designee. The Contractor shall be held responsible for detection of suspicious behavior on the designated property and thorough screening all individuals and packages to ensure no unauthorized individuals or items are permitted on the site.

Section 1.2.3 The Contractor shall be able to properly respond in the event of an emergency. The Contractor shall be responsible for directing people, contacting emergency responders, attempting to determine the source of the problem and containing the threat.

Section 1.3 Skyland.

Section 1.3.1 The Contractor shall provide one (1) unarmed guard in a vehicle who patrols the property in the vehicle and on foot.

Section 1.4 SW Waterfront Parking Lot.

Section 1.4.1 The Contractor shall provide one (1) unarmed guard in the booth with the responsibility to screen the patrons to make sure they have their official parking passes visible.

Section 1.4.2 The Contractor shall open the lot in the morning and secure the lot every evening.

Section 1.4.3 The Contractor shall periodically walk the lot to ensure there are no issues throughout their respective shift.

Section 1.5 Contractor's Operations and General Requirements. At all times while this Agreement is in effect, the Contractor shall comply with the following requirements:

- .1 The Contractor shall conduct random quality assurance inspections of all guards and posts. The District also reserves the right to conduct random inspections. Three (3) quality assurance failures, occurring within any six (6) month period at the same facility, will be considered a material breach of contract for the purpose of that facility and further, that upon such breach, the COTR may, at their sole discretion, remove the Contractor from such Facility, either temporarily or permanently, and replace the Contractor with another Contractor.
- .2 The District will designate a COTR, to monitor the Contractor's performance. The COTR will provide Post Orders to the Contractor upon initial assignment of its employees and whenever amended. Post Orders shall be used by Contractor employees as the required procedures to address specific security concerns at particular facilities. The COTR may modify, amend, or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the contract scope and has no impact on the contract price. Such changes shall not require modification of the contract.
- .3 The Contractor shall report immediately to the COTR all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, broken or slippery floor surfaces, and blocked emergency routes or exits.

Section 1.6 Service Hours and Scheduling.

Section 1.6.1 Service Hours. The Contractor shall perform all services at the Lemuel Penn Center during the hours of 7:00 am - 7:00 pm local time and SW Waterfront during the hours of 6:00 am – 7:00 pm local time, Monday through Friday, excluding District holidays, unless otherwise approved by the Department. Skyland Shopping Center services shall be performed 24 hours a day 7 days a week.

Section 1.6.2 Scheduling. The Contractor shall provide all deployment schedules to the COTR monthly, and immediately upon posting any changes. The District, COTR reserves the right to ask for changes in the work schedules at any time with reasonable lead-time (48 hours) for the requested modifications.

Section 1.7 Qualified Personnel.

Section 1.7.1 The Contractor has designated on **Attachment C** an individual as its single point of contact (Contract Manager) who shall be responsible for any contractual issues. The Contractor has provided an emergency phone number, cell phone number or pager number that is accessible at all times.

Section 1.7.2 Special Police Officer's shall be properly certified and trained in the use of a variety of enforcement equipment, including but not limited to, security cameras, communication devices, scanners, detection devices and weapons.

Section 1.7.3 The Contractor shall ensure that employees have a current and valid driver's license before the employee operates a contractor-owned vehicle.

Section 1.7.4 The Contactor's personnel shall have demonstrated a stable employment history; possess superior references; have the ability to successfully perform under duress; excel in oral and written communication skills in the English language; speak articulately; efficiently comply with verbal or written directives; deal diplomatically and compassionately with the public; work with minimum supervision; and have demonstrated the ability to follow directives consistently.

Section 1.7.5 The Contractor shall ensure that all employees assigned to the contract are in good general physical and mental health without physical or mental defects or abnormalities that would interfere with the full performance of their duties. Evidence of physical and mental fitness shall be determined by passing a physical examination, including an illicit drug screening exam administered by a licensed physician during the PSPD, SOMB certification/commissioning process. The certification is currently performed by SOMB upon initial request for a commission and annually thereafter. The SOMB is located at 2000 14th Street, NW, Washington, D.C. 20009.

Section 1.8 Uniforms.

Section 1.8.1 The Contractor's employees shall perform all contract functions in full uniform until the end of their full tour of duty.

Section 1.9 Training.

Section 1.9.1 The Contractor shall be responsible for training all employees performing under this contract.

Section 1.10 Firearms Training

Section 1.10.1 The Contractor shall be bound by the regulations promulgated by the MPD, SOMB, and codified in DCMR Title 6A, Chapter 11, for firearms training curricula and successful completion thereof. Proof of satisfactory completion of firearms training shall be provided to the COTR on an annual basis, and whenever new employees are selected for work under the contract. The COTR may request the names and credentials of each training instructor and request the physical location of each training site.

Section 2 Contractor's Fees.

Section 2.1 The Contractor will be paid a fixed hourly rate per location as described in **Attachment A.**

Section 2.2 Subcontracted Work. The Contractor will be permitted to subcontract the work in accordance with Section 7 herein; provided, however, that the Contractor must self-perform at least 51% of the Project. Further, for all work, the Contractor's compensation will be based on the rates established in **Attachment A.** and thus, such rates must be sufficient to cover the cost of subcontracting in the event the Contractor plans to satisfy its contractual obligations through subcontracting.

Section 2.3 Not-to-Exceed Amount. This Agreement has a not-to-exceed amount of [INSERT AMOUNT] Dollars (\$[INSERT AMOUNT]) (the "NTE Amount") and in no event shall the Contractor be entitled to recover more than the NTE Amount unless the Department has authorized the Contractor to exceed the NTE Amount in advance through a duly executed change order. The Contractor shall advise the Department in writing when it has reached eighty percent (80%) of the NTE Amount.

Section 3 Term.

Section 3.1 This Agreement shall commence on the date it is signed by both parties and shall expire one (1) year thereafter.

Section 3.1.1 The Department's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal

liability on the part of the Department for the payment of any money shall not arise unless and until such appropriation shall have been provided.

Section 3.2 Option Year. The Department shall have the right to extend the term of this Agreement for four (4) terms of one (1) year; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the Contract.

Section 3.3 Option Years Pricing. In the event the Department exercises its option to extend the Agreement to cover an option year, the rates applicable to such Option Year are set forth in **Attachment A.**

Section 4 Changes.

Section 4.1 Changes Authorized. The Department may, without invalidating the contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Directive or Change Order.

Section 4.1.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

Section 4.1.2 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

Section 4.2 Executed Change Directive/Order Required. Changes to the Agreement may be made only by a written Change Directive or Change Order executed by the Department.

Section 4.3 Prompt Notice. In the event the Contractor encounters a situation which the Contractor believes to be a change to this Agreement, the Contractor shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.

Section 4.4 Executed Change Orders Final. The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for

all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.

Section 4.5 Failure to Agree. If the Contractor claims entitlement to a change in the Agreement, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the terms of this Agreement. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim of this Agreement. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Agreement and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

Section 4.6 Contracting Officer (CO). Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Brian Hanlon
Chief Contracting Officer
D.C. Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Section 4.7 Contracting Officer's Technical Representative (COTR). The contact information of the COTR is:

Alyssa Turner
D.C. Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009
(202) 724-7620
alyssa.turner@dc.gov

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

Coordinating site entry for Contractor personnel, if applicable;

Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.

Section 5 Payments.

Section 5.1 Invoicing. The Contractor shall bill the Department on a monthly basis based on the fixed hourly rate set forth on Attachment A. Each such invoice shall cover all of the work performed during the preceding month. For each location, the invoice shall include: (i) date and time of operations; and (ii) services performed.

Section 5.2 Supporting Documentation. The Contractor shall submit with each invoice cost backup supporting such invoice.

Section 5.3 Right to Withhold Payments. The Department will notify the Contractor within fifteen (15) calendar days after receiving any invoice for payment of any defect in the invoice or the work which may result in the Department's declining to pay all or a part of the invoiced amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if

- .1 the work is defective and such defects have not been remedied; or
- .2 the Contractor has failed to perform the work in a timely matter and has failed to correct such failure after having been given written notice by the Department;
- .3 the Contractor has failed to pay subcontractors promptly or has made false or inaccurate certifications that payments to Subcontractors or Suppliers are due or have been made; or
- .4 the Contractor is otherwise in substantial breach of the Agreement (including, without limitation, failures to comply with the Economic Inclusion Requirements in Section 7 of this Agreement).

Section 6 Subcontracts. The Contractor shall perform the work with its own forces. In the event that the Contractor desires to engage one or more subcontractors to assist with the work, it shall advise the Department and obtain the Department's written approval of any such subcontractor. All subcontractors shall be required to comply with the insurance requirements set

forth herein. In addition, the Contractor shall be responsible for all work performed by the subcontractors and shall assume the risk of the subcontractors' non-performance.

Section 7 Economic Inclusion

Section 7.1 CBE Utilization.

Section 7.1.1 If required by law, the Contractor shall subcontract at least 35% of the dollar volume to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such materials, goods and supplies are purchased from the certified small business enterprises.

Section 7.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of Section 7.1.1, 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.

Section 7.1.3 The Contractor if certified as a small, local or disadvantage business enterprise shall not be required to comply with the provisions of Sections 7.1.1 and 7.1.2.

Section 7.2 First Source Agreement

Section 7.2.1 Upon execution of the Contract, the Contractor and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees that will be assigned to the Contract, the date they were hired and whether or not they live in the District of Columbia.

Section 7.2.2 The Contractor and its constituent entities shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services ("DOES") prior to beginning Work at the Project site.

Section 7.2.3 The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents. At least fifty-one percent (51%) of the Contractor's Team and every subcontractor's employees hired after the Contractor enters into this contract with the Department, or after such subcontractor enters into a contract with the Contractor, to work on this project, shall be residents of the District of Columbia.

Section 7.2.4 The Contractor shall be responsible for: (i) including the provisions of this Section 7.2 in all subcontracts; (ii) collecting the information required in this Section 7.2 from its

Subcontractors; and (iii) providing the information collected from its Subcontractors in any reports required to be submitted by the Contractor pursuant to this Section 7.2.

Section 8 Termination.

Section 8.1 Termination for Default. The Department may terminate the Contract for default if the Contractor fails materially to perform any of its duties or obligations under the Contract. The Department must provide the Contractor with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Contractor has begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Contractor and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.

Section 8.2 Termination for Convenience. The Department may, upon seven (7) days written notice to the Contractor, terminate the Contract in whole or specified part, for its convenience, whether the Contractor is in breach of Contract or not. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions. The Contractor shall be entitled to receive only the following with respect to the terminated portion of the Project: (1) Cost of Work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable portion of the overhead and profit attributable to the Work performed on the terminated portion of the Project, up to the time of termination. In the event of a termination for convenience, the Contractor shall not be entitled to profit on unperformed elements of the Work.

Section 9 Insurance.

Section 9.1 Required Insurance. The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

- .1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance written on an occurrence basis to be in an amount not less than Two Million Dollars (\$2,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000.00) from the aggregate of all occurrences within each policy year. The policies shall contain blanket contractual coverage (including coverage for the indemnity clauses to be provided under the Agreement) and completed operations coverage (for 3 years beyond completion of the Work).
- .2 Workers' compensation providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.

- .3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000.00) for each occurrence for bodily injury and property damage.

Section 9.2 Additional Insureds. Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured the Department and the District of Columbia and shall not be cancelable or reduced without thirty (30) calendar days' prior written notice to the Department.

Section 9.3 Waiver of Subrogation. All such insurance shall contain a waiver of subrogation against the Department and its respective agents.

Section 9.4 Strength of Insurer. All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than a then-current rating of "A-" or better and a financial size category of Class XV or higher. All such insurers shall be licensed/approved to do business in the District of Columbia.

Section 10 Miscellaneous Provisions.

Section 10.1 Service Contract Act Provision. The Contractor agrees that the work performed under this Agreement shall be subject to the Service Contract Act and the Living Wage Act. The wage rates applicable to this Project are attached as **Attachment D.**

Section 10.2 False Claims Act. The Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-308.14.

Section 10.3 Retention of Records: Inspections and Audits.

Section 10.3.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

Section 10.3.2 The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

Section 10.3.3 The Department, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

Section 10.3.4 The Contractor agrees to include the wording of this Section 10 in all its subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to Project performance.

Section 10.3.5 Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency.

Section 10.3.6 The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Section 10.3.7 The Contractor shall preserve all records described herein from the effective date of the Agreement through completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

Section 10.4 Gratuities and Officers Not to Benefit Provisions.

Section 10.4.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Agreement or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement and may pursue such other rights and remedies provided by law and under the Agreement.

Section 10.4.2 In the event the Agreement is terminated as provided in Section 10.4.1, the Department shall be entitled:

- .1 to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor; and
- .2 as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

Section 10.4.3 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom,

and all agreements entered into by the Contracting Officer of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimis.

Section 10.5 Ethical Standards For Department's Employees And Former Employees. The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

Section 10.6 Anti-Deficiency Act. The Department's obligations and responsibilities under the terms of the Agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. The Agreement shall not constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE AGREEMENT UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

Section 10.7 Living Wage Act. The Contractor agrees that the work performed under this Agreement shall be subject to the District of Columbia Living Wage Act.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed by its duly authorized representative.

DEPARTMENT OF GENERAL SERVICES

By: _____
Name: Brian Hanlon
Title: Director
Date: _____

[INSERT NAME]

By: _____
Name: _____
Title: _____
Date: _____

Attachment A

Hourly Rates

Attachment B

CBE Utilization Plan

Attachment C

Key Personnel

Attachment D

Service Contract Act and Living Wage Act Wage Rates