

**ATTACHMENT I**

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**Form of Contract**

**ATTACHMENT I  
FORM OF CONTRACT  
FOR  
SNOW AND ICE REMOVAL AND PRETREATMENT SERVICES  
DCAM-16-NC-0004**

**THIS CONTRACT FOR SNOW AND ICE REMOVAL AND PRETREATMENT 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 is charged with maintaining clear, safe, and passable areas around its facilities before, during, and after snow and/or ice storms.

**WHEREAS**, the Department issued a Request for Proposals to engage a contractor (s) to provide snow and ice removal services, as well as surface pretreatment services for District of Columbia public facilities.

**WHEREAS**, the Contractor submitted a proposal in response to the Request for Proposals, 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 through one year thereafter with the option to extend for four one year periods.

**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      Scope of Work.**

**Section 1.1** In general, the selected Contractors shall be required to provide all management, tools, supplies, equipment, vehicles and labor necessary to perform the required service twenty-four (24) hours a day, seven (7) days a week for all of facilities listed on Attachment A. The intent of this contract is to combat adverse weather conditions in a comprehensive, proactive, and orderly manner that results in a high level of quality and safety for the District of Columbia public. Given that each storm is different in terms of starting time, temperature, precipitation rate, accumulation, and duration, the Contractor will need a Project Management Plan in place that is able to provide the best approach for dealing with various types of storms. The Contractor shall be required to provide services, for a base year and four (4) additional option years. The months of service include, but are not limited to, October through April.

## **1.2 General Requirements**

**1.2.1** The Contractor shall maintain the requisite facility areas free from all hazardous conditions that may develop from ice or snow at entrances, steps, moats, landings, sidewalks, vehicular courts, parking areas and other approaches. All sidewalks, stairways, and parking lots shall be clear of all snow and ice at least one (1) hour prior to the beginning of business hours, and as needed throughout the duration of the storm. The Contractor shall ensure that any pathway is one (1) foot wide or larger is free from any snow and/or ice accumulation.

**1.2.2** The Contractor shall not dump snow on or near trees, shrubbery, ground cover, or flowerbed areas. The Contractor shall dispose of such snow and/or ice in accordance with the laws and ordinances of the District of Columbia. The Contractor shall be responsible for clearing of excess sand or other pretreatment material from treated areas.

**1.2.3** The Contractor shall not injure, damage, or destroy government property. The Contractor shall be held responsible for all damage to property, grounds and landscaping caused by equipment or the application of chemicals for ice and snow removal. All chemicals used shall be in accordance with Federal Specifications and local codes. The Contractor shall only use environmentally and pet-friendly ice-melt products (on concrete only) and sand (on asphalt only).

**1.2.4** At the direction of DGS Contracting Officer's Technical Representative (COTR), the Contractor shall mobilize and take the appropriate action to include the pretreatment of all sidewalks, stairways, and parking lots with the appropriate materials prior to the start of a storm. If all snow and/or ice are not removed from a facility area, Contractor shall be responsible, after a storm, for providing daily maintenance in order to prevent piles or drifts on paved surfaces. Such maintenance shall include the pushing back of snow piles to create additional snow storage with bobcats and/or tractors. Such efforts shall continue until instructed to "Stand Down" by the COTR.

**1.2.5** The Contractor shall assign a unique number that is prominently displayed on each vehicle used in performance of the contract. The Contractor's company name or logo and telephone number shall also be prominently displayed on the door of each truck to assist with identification of the vehicle during material loading.

## **1.3 Prioritization.**

**1.3.1** For those areas identified as "Priority 1" on Attachment A, snow and/or ice removal operations should begin when accumulation exceeds ½ inch, or within one (1) hour after the precipitation ceases.

**1.3.2** For those areas identified as "Priority 2" on Attachment A, snow and/or ice removal operations should begin when accumulation exceeds 2 inches, or within two (2) hours after the precipitation ceases.

## **1.4 Mobilization.**

**1.4.1** The Department expects that the Contractor shall take a proactive approach to pending inclement weather. Either upon notification by the Contractor to the Department of an impending storm, and the Department's authorization to proceed, or notification from the Department to the Contractor of an impending storm, the Contractor shall have two (2) hours to mobilize manpower, equipment and materials and begin pretreatment services.

## **1.5 Project Management Plan.**

**1.5.1** Ten (10) days after award the Contractor shall provide to the COTR a Project Management Plan that outlines the activities, mechanisms, functions, and actions that the Contractor shall employ for communicating with the Department before, during and after a storm, with respect to its pretreatment, snow and/or ice removal operations. The Project Management Plan shall also outline the Contractor's best practices, procedures, timelines, personnel, and fleet and materials inventory. The Project Management Plan should also address how the Contractor will handle:

- Lot Clearing
- Hand Shoveling
- Time Constraints
- Standby Operations
- Accident Prevention
- Management/Supervisory Plan
- Communications Plan
- Ice Control and Removal Method

**1.5.2** The Contractor shall coordinate its work so as to not interfere with certain District of Columbia Government functions, including but not limited to interference with the Metropolitan Police Department's (MPD) changing of shifts, and work at MPD facilities. Adequate notice shall be provided to government facilities, including MPD facilities, when government vehicles will need to be cleared from parking lots in order for the Contractor to provide pretreatment and snow and/or ice removal services.

## **1.6 Reporting.**

**1.6.1** The Contractor shall remain in communication with the Department, pursuant to its Project Management Plan, prior to, at the onset of, during, and after each storm. The Contractor shall be required to complete an Excel Spreadsheet report documenting hourly activities to include (i) properties treated, (ii) date and time of operations; (iii) quantity of snow and/or ice removed; (iv) equipment and materials used; (v) staff utilized; (vi) challenges or problems encountered during the operations; and (vii) time and date stamped photographs of snow removal operations (including before, during, and after photographs).

## **Section 2 Key Personnel.**

**2.1** The Offeror's personnel should have the necessary experience and licenses to perform the required work. Key personnel shall include, at a minimum, the following individuals: (i) the account executive for this contract; (ii) the individual who will be responsible for dispatching crews and equipment; and (iii) the key foreman who will oversee and supervise the work in the field. The account executive should be a senior member of the Offeror's management team who has the authority and responsibility for ensuring that the Contractor's responsibilities are properly discharged. The Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

**2.2** The Contractor shall designate two Key Personnel to be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week over the course of the contract.

## **Section 3 Licensing, Accreditation and Registration.**

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

## **Section 4 Conformance with Laws.**

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

## **Section 5 Service Contract Act.**

The Service Contract Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable wage determinations are attached hereto as **Attachment C.**

## **Section 6 Time is of the Essence.**

Time is of the essence with respect to the contract. The Department shall have priority over any other similar contract held by the Contractor throughout the course of the contract. The services, as required, shall be performed for a base year and four (4) additional option years which shall be exercised at the discretion of DGS. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required Project services are completed on-time and in a diligent, skilled, and professional manner.

**Section 7 Contractor's Fees.**

**Section 7.1 Type of Contract.** This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with fixed hourly rate. Contractor shall be compensated at the fixed hourly rates established in **Attachment B.** These fixed hourly rates will be the Contractor's sole compensation for work performed by the Contractor and as such should include adequate amounts to cover the Contractor's labor, vehicles, tools, supplies, field equipment, overhead, insurance and profit, regardless of whether such services are provided by the Contractor's own forces or a subcontractor.

**Section 7.2 Subcontracted Work.** The Contractor will be permitted to subcontract the work in order to meet surge volumes that occur during peak periods of a storm. However, for all work, the Contractor's compensation will be based on the fixed hourly rates established in **Attachment B,** 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 7.3 Not-to-Exceed Amount.** This contract has a not-to-exceed amount of [INSERT SPELL OUT DOLLAR AMOUNT] Dollars [\$INSERT 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 8 Term.**

**Section 8.1 Term.** This Agreement shall begin on Date of Award through (1) one year thereafter. The Contractor shall be required to perform the required pretreatment, and snow and ice removal services for all the facilities listed on **Attachment A** during the term of this Agreement.

**Section 8.2 Option Years.** The Department shall have the right to extend the term of this Agreement for (4) four, (1) one year option periods, or successive fractions thereof by written notice to the Contractor thirty (30) days prior to the expiration of the contract.

**Section 8.2.1 Option Years Pricing.** In the event the Department exercises its option to extend the Agreement to cover an option year, the fixed hourly rates applicable to such Option Year are set forth in **Attachment B.**

**Section 9 Changes.**

**Section 9.1 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 9.2 Executed Change Directive/Order Required.** Changes to the Contract may be made only by a written Change Order executed by the Department.

**Section 9.3 Prompt Notice.** In the event the Contractor encounters a situation which the Contractor believes to be a change to this contract, 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 9.4 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 9.5 Failure to Agree.** If the Contractor claims entitlement to a change in the contract, 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 contract, 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 as provided in Section 14 of this Agreement. Failure to proceed due to a dispute over a change request shall constitute a material breach of the contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

**Section 10 Payments.**

**Section 10.1 Invoicing.** The Contractor shall bill the Department on a monthly basis. Each such invoice shall cover all of the work performed during the preceding month and shall be broken down by storm. For each such storm, the invoice shall include: (i) date and time of operations; (ii) quantity of snow and/or ice removed; (iii) equipment and materials used; and (iv) staff utilized.

**Section 10.2 Supporting Documentation.** The Contractor shall submit with each invoice cost backup supporting such invoice.

**Section 10.3 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 Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within five calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or
- .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 Contract (including, without limitation, failures to comply with the these Special Provisions).

**Section 11 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 11.2 First Source Agreement**

**Section 11.2.1** 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 11.2.2** 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 11.2.3** The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

**Section 11.2.4** The Contractor shall be responsible for: (i) including the provisions of this Section 11.2 in all subcontracts; (ii) collecting the information required in this Section 11.2 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 11.2.

#### **Section 12 Termination for Convenience.**

The Department may at any time terminate this Agreement, in whole or specified part, for convenience. In such an event, the Contractor shall be entitled to receive compensation for



services performed through the effective date of termination in accordance with the terms of this Agreement. In no event, however, shall the Contractor be entitled to recover lost profits or opportunity costs on the unperformed portion of work.

**Section 13 Termination for Default.**

The Department may terminate this Contract for default if the Contractor fails materially to perform any of its duties or obligations under this Contract and such failure continues for a period of at least seven (7) days after receiving written notice of such failure from the Department.

**Section 14 Claims and Dispute Resolution.**

**14.1 Notice of Claim.** If the Contractor submits a written request to change the terms of the agreement and the Department denies the change(s) requested in a written Change Proposal, or fails to respond to a written Change Proposal within thirty (30) days, and the Contractor wishes to pursue a claim over the disputed item; or, if the Contractor wishes to assert a claim over a contract dispute not arising from matters related to a Change Proposal, Change Order or Change Directive, then a written notice of claim must be submitted to the Department pursuant to the procedures in section 4732 of the Department of General Services (“DGS” or “Department”) procurement rules (27 DCMR 4732) and section 1004 of the District's *Procurement Practices Reform Act of 2010* (PPRA) (D.C. Official Code section 2-361.06(a)(2))(2011 Repl.).

**14.2 Contents of Notice of Claim.** The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time, the Contractor shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Contractor intends to assert a claim against the Department.

**14.3 Appeal Procedures.** All claims arising under or in connection with the Agreement or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process, may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the *Procurement Practices Reform Act of 2010* (PPRA). However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which such claim is being litigated.

**Section 15 Insurance.**

**Section 15.1 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 15.2 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 15.3 Waiver of Subrogation.** All such insurance shall contain a waiver of subrogation against the Department and its respective agents.

**Section 15.4 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 16 Miscellaneous Provisions.**

**Section 16.1 Service Contract Act Provision.** The Contractor agrees that the work performed under this Contract shall be subject to the Service Contract Act. The wage rates applicable to this Project are attached as **Attachment C.**

**Section 16.2 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 16.3 Retention of Records: Inspections and Audits.**

**Section 16.3.1** The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract 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 16.3.2** 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 16.3.3** 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 16.3.4** The Contractor agrees to include the wording of this Section 16 in all its subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to Project performance.

**Section 16.3.5** 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 16.3.6** 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 16.3.7** The Contractor shall preserve all records described herein from the effective date of the Contract 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 17**            **Gratuities and Officers Not to Benefit Provisions.**

**Section 17.1**        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 Contract 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 Contract and may pursue such other rights and remedies provided by law and under the Contract.

**Section 17.1.2** In the event the Contract is terminated 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 Contract 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 17.2** 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 Contract 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 17.3 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 17.4 Anti-Deficiency Act.** The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents 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. Neither the Contract nor any of the Contract Documents shall 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 CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

**Section 17.5 Living Wage Act.** The Contractor agrees that the work performed under this Agreement shall be subject to the District of Columbia Living Wage Act.

**Section 18 Order of Precedence.** A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- a. This Contract document
- b. Contract Exhibits other than the Standard Contract Provisions
- c. Contractor's Proposal dated \_\_\_\_\_
- d. The RFP dated September 16, 2015, as amended
- e. Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 7, 2007.

**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:** Christopher Weaver  
**Title:** Acting Director  
**Date:** \_\_\_\_\_

**[INSERT NAME]**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_