

diameter or other materials that could be removed by the crews without the use of equipment). Depending on the nature of the defect or obstacles, the Department, once notified, will determine if and how the Contractor should proceed with lawn care operations. The Contractor shall notify the designated agency point of contact of any items that need to be moved in order for work to be completed.

- .5 At the start of the Base Term, the Contractor shall provide Material Safety Data Sheets (MSDS) of all products to be applied. If there are changes to products to be applied after the Contractor's initial submission at the beginning of the term of the Agreement, the Contractor shall provide MSDS of any new chemicals to be used either at the start of each grass growing season (March); or if a change occurs during the grass growing season – three (3) days prior to the planned application if a chemical is to be applied. All chemicals being applied must meet EPA requirements and be applied in accordance with manufacturer's procedures and recommendations. The Contractor must notify the Department in advance of all chemicals to be used. The Contractor's staff who applies the chemical must be a certified pesticide applicator. The Contractor shall submit proof of such certification at the beginning of each year of the term of the Agreement.
- .6 The Contractor must own or lease, and maintain a sufficient amount of equipment that is operable and employ enough staff to operate the equipment in order to perform services required under this Agreement. Any Contractor vehicles used in the performance of this Agreement shall have the company name prominently displayed on both sides of the vehicle. The Contractor has provided to the Department with its proposal a current list of equipment, including, but not limited to, vehicles, tractors, mowers, trimmers, blowers, and rakes.
- .7 All vehicles used in the performance of this Agreement shall be in operable condition and meet the local, state and federal safety requirements. The Department may inspect the Contractor's vehicles at any time and direct the removal of any unsafe or non-functional vehicles. All vehicles shall be registered, licensed, insured, and operated by a licensed driver. All vehicles shall be registered; have Department of Transportation (DOT) numbers visible as required by law; and follow all District regulations related to parking, driving, and licensing.
- .8 The Contractor's equipment, including but not limited to mowers (push, riding and tractor), and trimmer shall be of a quality, size and type suitable for accomplishing the required work. The Contractor's equipment shall be in good repair and able to operate efficiently and safely. Mower blades shall be sharp, to prevent the tearing of the grass blades.
- .9 The Contractor's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Department shall direct the Contractor to

remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the District.

- .10 The Department may inspect the Contractor's equipment and tools at any time.
- .11 The Contractor shall provide and maintain contractor-owned or leased vehicles to meet the requirements of this contract. Any Contractor vehicles used in the performance of this contract shall have the company name prominently displayed on both sides of the vehicle.

Section 1.5 Service Hours and Scheduling.

Section 1.5.1 Service Hours. The Contractor shall perform all grounds maintenance/landscaping services during the hours of 7:00 am - 7:00 pm local time, Monday through Friday, excluding District holidays, unless otherwise approved by the Department. For example, if the Contractor needs to work on a weekend or District holiday in order to maintain the required grass height, the Contractor shall obtain the Department's approval. There may be situations that require the Contractor to work other than the hours specific herein. In those cases, the Contractor shall advise the Department to reschedule the work to minimize disruption.

Section 1.5.2 Scheduling. The Contractor shall submit updates to the routine grounds maintenance schedule, at least by the 1st day of each month and as necessary if changes occur or as necessary to maintain the required grass height. The Department will approve the revised schedule prior to commencement of work. The schedule and number of mowings required per location, per month may change depending on funding availability, weather, and need. If after the Contractor's schedule is approved, the District requires a change in the mowing frequency at any of the locations, the Department will inform the Contractor and request, from the Contractor, a revised Mowing Schedule. Tentative monthly mowing frequencies, are:

March	3 routine grounds maintenance visits
April	4 routine grounds maintenance visits
May	4 routine grounds maintenance visits
June	4 routine grounds maintenance visits
July	3 routine grounds maintenance visits
August	2 routine grounds maintenance visits
September	3 routine grounds maintenance visits
October	2 routine grounds maintenance visits
November	2 routine grounds maintenance visits

The Contractor may cancel all or part of a schedule mowing due to inclement weather. The Contractor shall notify the Department, preferably, on or before 8:00 am of the day to be canceled, when such cancellation is desired, or as soon as inclement weather is known, and the Contractor shall also notify the Department of the date for which service is rescheduled.

Section 1.5.3 Inclement Weather. Inclement weather shall be defined as weather that both the Contractor and the Department agree makes the accomplishment of quality work

unfeasible, unusually time-consuming, or potentially dangerous, or harmful. In the event mutual agreement cannot be reached for a particular mowing, the inclement weather determination shall be made by the Contractor. Any part of a scheduled mowing that is canceled due to inclement weather shall be rescheduled by the Contractor to a date within three calendar days (excluding weekends and District holidays) of the cancellation. The District, at its option, may elect not to reschedule any part of a mowing. If the District elects not to reschedule, the District will not be obligated to pay the Contractor for that portion of the cut that did not take place.

Section 1.5.4 Emergency & Unplanned Services. The Department may require unscheduled/emergency service. When required, the Department will notify the Contractor as far in advance as possible. The Contractor shall be prepared to respond to requests for unscheduled/emergency service within as little as two hours. The Contractor shall designate a point of contact on its staff, to receive such notification, who can readily respond. The Department may change locations or schedules of cuts, if needed, without any additional charge to the Department.

Section 1.6 Reporting. At all times while this Agreement is in effect, the Contractor shall comply with the following requirements:

- .1 The Contractor shall submit daily, weekly and monthly Work Completion Reports to the Department, on a mutually agreed upon schedule. All reports are required to be submitted via email, in PDF format.
- .2 The Contractor shall immediately notify the Department, in writing, of any accidents on the job site arising from the performance of this Agreement that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

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.

Section 1.7.2 The Contractor has provided one or more on-site supervisors who shall be responsible for the performance of work. The name of this person(s), and an alternate or alternates, who shall act for the Contractor when the on-site supervisor is absent, is designed on **Exhibit C**. The Contractor has provided an emergency phone number, cell phone number or pager number that is accessible at all times.

Section 1.7.3 The on-site supervisor(s) or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

Section 1.7.4 The Contract Manager, on-site supervisor(s) and any alternates shall have excellent oral and written communication skills, and be able to read, write, speak and understand the English language.

Section 1.7.5 The Contractor shall not employ any person for work on this Agreement if such employee is identified to the Contractor by the Department as a potential threat to the health, safety, security, general wellbeing or operational mission of the District agency, its employees, and visitors. Where reading, understanding, and discussing safety and environmental warnings are an integral part of a contract employee's duties, that employee shall be able to communicate effectively with the contract supervisor(s).

Section 1.7.6 The Contractor shall ensure employees have a current and valid driver's license before the employee operates a contractor-owned vehicle.

Section 1.7.7 The Contractor shall provide employees that are fully capable, experienced, and trained in the work they are employed to perform. The Contractor shall ensure employees are qualified to safely operate grounds maintenance equipment before assigning employees to tasks that require use of the equipment. The Contractor shall maintain records of each individual's training, including a certificate of training completion.

Section 1.7.8 Prior to assigning an employee to work on this Agreement, the Contractor shall provide, at minimum, environmental, health and safety training to the extent required by federal, state and local laws and instructions related to the provision of grounds keeping and landscaping services. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to all employees or other persons affected and all job related materials and equipment.

Section 1.7.9 In performance of the contract, it shall be the responsibility of the Contractor to assure the availability of employees at all times to complete work under the contract.

Section 1.7.10 Services are performed at a location where children may be present and may come in direct contact with the Contractor's employees; the District may require the Contractor to conduct background checks of its employees who will be assigned to work at such locations.

Section 1.8 Uniforms.

Section 1.8.1 The Contractor's employees shall present a neat appearance and be easily recognized as the Contractor's employees. The Contractor shall provide each employee with a uniform (e.g. hat, shirt with logo, or matching tops and bottoms) as well as an identification badge that shall include the employee's name and Contractor's name. The identification badges shall be worn or attached to the outer garment at all times.

Section 2 Contractor's Fees.

Section 2.1 Routine Service. The Contractor will be paid a fixed unit price per routine maintenance session for each facility as described in **Attachment A.**

Section 2.2 Additional Services. The Contractor will be paid for Additional Services on a time and material basis in accordance with the fee schedule attached as **Attachment A.** The cost of any equipment necessary or appropriate for these additional services to be performed on a time and materials basis shall be included in the hourly rate. The unit price, hourly rates and material mark-up will be the Contractor's sole compensation for work performed by the Contractor for services required herein and shall include sufficient funding for all of the Contractor's costs associated with the work, including, but not limited to, labor, tools and equipment, materials and supplies (routine maintenance services only), and overhead, insurance and profit and regardless of whether such services are provided by the Contractor's own forces or a subcontractor.

Section 2.3 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 2.4 Not-to-Exceed Amount. This Agreement has a not-to-exceed amount of [INSERT AMOUNT] Dollars (\$[INSERT AMOUNT]) (the "NTE Amount") including Additional Services, 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 a period 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:

Thomas Crompton
D.C. Department of General Services
2000 14th Street, NW, 5th Floor
Washington, DC 20009
(202) 345-1525
thomas.crompton@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 unit prices set forth on **Attachment A**. Each such invoice shall cover all of the work performed during the preceding month and shall be broken down by facility. For each facility, the invoice shall include: (i) date and time of operations; (ii) services performed; (iii) an itemized listing of any materials that were used and which are reimbursable under the terms of this Agreement; and (iv) with respect to Additional Services a description of the services provided that shows the amount due for such services.

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 of 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 11 Gratuities and Officers Not to Benefit Provisions.

Section 11.1 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 11.2 In the event the Agreement is terminated as provided in Section 13.4.1, 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 11.3 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 11.4 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 11.5 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 11.6 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: _____