

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract Number		Page of Pages	
						1	4
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
DCAM-2009-B-0003/A0006		April 2, 2009		RQ531930		Citywide Security Services	
6. Issued by:			Code 07YH		7. Administered by (If other than line 6)		
The Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW Suite 700 South Washington, DC 20001 (202) 727-0252							
8. Name and Address of Contractor (No. street, city, county, state and zip code)				9A. Amendment of Solicitation DCAM-2009-B-0003			
				X			
				9B. Dated (See Item 11) January 30, 2009			
				10A. Modification of Contractor/Order No.			
				10B. Dated (See Item 13)			
Code		Facility					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>							
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2 ( c ) and 3603.4.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority): pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copy to the issuing office.							
<b>14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)</b>							
A. Delete from Section H of Solicitation DCAM-2009-B-0003, page 45, Liquidated Damages, paragraphs H.13, through H.13.13 and insert the revised Section H.13 through H.13.4 as follows:							
<b>H.13 LIQUIDATED DAMAGES</b>							
The Contractor is on notice that the security services provided pursuant to the terms of this contract are critical in nature and the Office of Property Management (OPM) will apply liquidated damages as follows:							
H.13.1 OPM will conduct random checks of contractor's use of the District's detection devices, such as X-Ray machines, magnetometer, hand held device, etc. An OPM employee will attempt to bring in one of the below listed weapons into a building that contains the previously mentioned detection devices (up to four (4) times per month, per facility).							
H.13.2 The Contractor shall detect all weapons on the OPM employee, including but not limited to the following: A knife or sharp instrument with a blade that is six (6) inches or more in length, any handgun (whether operable or not), or any rifle or shotgun (whether operable or not) that is on a person (concealed or not) or inside a person's bag.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer			
				Donna T. McCarthy, CPPB, CPPO, CPM, PHD Contracting Officer			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
(Signature)				 (Signature of Contracting Officer)		4/2/09	

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			Caption
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- H.13.3 If the Contractor's employee(s) fails to detect a weapon, the Contractor shall be responsible to the District for three hundred seventy-five and 00/100 dollars (\$375.00) for each incident.
- H.13.4 If the Contractor fails to detect a weapon, the District may cancel and terminate this contract pursuant to the District of Columbia Standard Contract Provisions, Section 8, referenced in this contract in Section I, Contract Clause I.1.
- B. Insert the attached revised pages 45 and 46 of the solicitation to include the changes listed above.

***ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED***

or unserviceable uniforms.

### **H.13 LIQUIDATED DAMAGES**

The Contractor is on notice that the security services provided pursuant to the terms of this contract are critical in nature.

**H.13.1** OPM will conduct random check of the Contractor's use of the District's detection devices, such as X-Ray machines, magnetometer, hand held devise, etc. An OPM employee will attempt to bring in one of the below listed weapons into a building that contains the previously mentioned detection devices (up to four (4) time per month, per facility).

**H.13.2.** The Contractor shall detect all weapons on the OPM employee, including but not limited to the following: A knife or sharp instrument with a blade that is six (6) inches or more in length, any handgun (whether operable or not), or any rifle or shotgun (whether operable or not) that is on a person (concealed or not) or inside a person's bag.

**H.13.3** If the Contractor's employee(s) fails to detect a weapon, the Contractor shall be responsible to the District for three hundred seventy-five and 00/100 dollars (\$375.00) for each incident.

**H.13.4** If the Contractor fails to detect a weapon, the District may cancel and terminate the contract pursuant to the District of Columbia Standard Contract Provisions, Section 8, referenced in the contract in Section I, Contract Clause I.1.

### **H.14 GOVERNMENT RESPONSIBILITIES**

**H.14.1** The Government shall furnish the following supplies, materials and Equipment:

- (a) Electrical and mechanical equipment where installed, such as alarm and surveillance systems, tour watch system, hand wand metal detectors, X-Ray systems, communications equipment, and portable radios (hand-held).

- (b) Repair and maintenance of equipment in paragraph
- (2) An “*Officers Instruction Manual*” and “*Activity Log Book*” shall be furnished by the COTR and shall be maintained by the contractor on site at the central control point and shall contain complete duty instructions for all posts involved, including instructions for emergency procedures and Occupancy Emergency/Evacuation Procedures, General Orders and specific Post Orders for each facility. A separate loose-leaf binder titled “*Special Orders Log*” shall be furnished by the COTR and maintained by the contractor at each post and shall contain only those items of special duty instructions pertinent to that specific post. The “*Officers Instruction Manual*”, “*Activity Log Book*”, and “*Special Orders Log*” shall not be removed from the Government property, or reproduced or copied in any manner unless properly authorized, in writing by the COTR.
- (3) Telephones deemed necessary by the Government for the conduct of official Government business under this contract.
- (4) Guard office, locker space, locker and office equipment (as deemed necessary by the Government).
- (5) All administrative forms prescribed for use by the contractor’s employees.

## **H.15 ADDITIONAL GUARDS AND LOCATIONS**

**H.15.1** The District Government reserves the right to additional guards and new locations (or decrease guards and locations) to any Sector as the requirements change under the