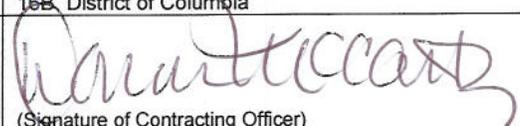


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract Number		Page of Pages	
						1	1
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
DCPO-2009-B-0008/A0003		June 12, 2009				Citywide Security Services	
6. Issued by:			Code 07YH		7. Administered by (If other than line 6)		
The Office of Contracting and Procurement District of Columbia Government 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 DCPO-2009-B-0008			
				X			
				9B. Dated (See Item 11) June 5, 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 type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> 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							
E. IMPORTANT: 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.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
14A Solicitation DCPO-2009-B-0008 is amended as follows:							
(1) Delete pages 26, 49 and 71 in the solicitation to revise the requirements for a Bid Bond and Performance Bond.							
(2) Insert the attached revised pages 26, 49 and 71 in the solicitation to incorporate the revisions to the requirement for a Bid Bond and Performance Bond.							
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer			
				Donna T. McCarthy Contracting Officer			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
				 (Signature of Contracting Officer)		6/10/09	
(Signature)							

- C.13.4A** The Contractor shall notify the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken, or planned, to resolve the problems. If the Contractor's performance indicates that additional quality control measures are needed, the Contractor and COTR shall meet with the Contracting Officer to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern regarding the contract. Through the Contracting Officer, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contractor and adherence to the Quality Control Plan.
- C.13.5A** The District shall consider the Contractor's adherence to its stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to its stated Quality Control Plan may result in contractual actions taken by the Government which may include: liquidations based on infractions, contracting with another vendor to cover a particular post; or if persistent problems occur, termination of the contract for default.
- C.13.6A** The COTR reserves the right of the District to conduct its own quality assurance inspections. Such inspections will be similar in scope, but not limited to, those inspection requirements listed in C.13.1A. The COTR shall provide the Contractor with a written quality assurance policy. Three (3) instances of failure to meet the minimum in the quality assurance policy requirements at a particular facility may result in the Contractor's loss of responsibility for providing security for that facility.
- C.14.A** **BID BOND (Attachment J.2.7)**
- C.14.1A** The Contractor shall submit along with the bid a Bid Bond in an amount of \$50,000.00. The Bid Bond shall remain in effect until notification of contract award by the contracting officer and provided as referenced in Section H.16 of this document.
- C.15A** **PERFORMANCE BOND (Attachment J.1.7)**
- C.15.1A** The Contractor shall provide to the Contracting Officer within 10 days of contract award, a Performance Bond in an amount of \$1 million payable by the terms of the contract and provided as referenced in Section H.16 of this document.
- C.16A** **COLLECTIVE BARGAINING AGREEMENT FOR SECURITY GUARDS (Attachment J.1.8)**
- C.16.1A** The proposed contractor shall be bound by the current Collective Bargaining Agreement for Security Guards for the Based Year of the contract only.

- e. The Contractor shall conduct drug screening, as specified in Section C.9.4B, C.9.5B and C.10.1B.
- g. The Contractor shall issue uniforms prior to the first day of performance.
- h. The Contractor shall recruit new security personnel to meet contract requirements, and schedule interviews with prospective employees accordingly.

**C.20B**      **EXIT TRANSITION**

At a minimum the exit transition plan shall include the following:

- a. Ensure the transition does not disrupt day-to-day school security operations.
- b. Exercise its best efforts and fully cooperate to effect an orderly and efficient transition.
- c. In accordance with the Rights in Data clause (see Section I.6), the contractor shall transfer the data to the District or another contractor, at the District's option, in a format to be determined by the District.

**C.21.B**      **BID BOND (Attachment J.2.7)**

**C.21.1B**      The Contractor shall submit along with the bid a Bid Bond in an amount of \$50,000.00. The Bid Bond shall remain in effect until notification of contract award by the contracting officer and provided as referenced in Section H.16 of this document.

**C.22B**      **PERFORMANCE BOND (Attachment J.1.7)**

**C.22.1B**      The Contractor shall provide to the Contracting Officer within 10 days of contract award, a Performance Bond in an amount of \$1 million payable by the terms of the contract and provided as referenced in Section H.16 of this document.

**C.23B**      **COLLECTIVE BARGAINING AGREEMENT FOR SECURITY GUARDS (J.1.8)**

**C.23.1B**      The proposed shall be bound by the current Collective Bargaining Agreement for Security Guards for the Based Year of the contract only.

order and facility-specific Post Orders to the Contractor upon initial assignment of its employees and whenever amended. In addition to the security services called for under the terms of this solicitation, Post Orders shall be used by contract 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.

**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 for OPM or Cluster for DCPS as the requirements change under the contract. The request for additional security coverage shall be provided in writing with at least twenty-four (24) hours notice to the Contractor. The Contractor shall provide the appropriate security personnel within twenty-four (24) hours unless otherwise directed by PSD. This coverage shall be billable at the contract rate.

**H.15.2**      In deciding the established Sector or Cluster to which new locations would be added, the CO shall consider such factors as agency alignments, geographical location of a new facility, size of the Sector or Cluster to which the new location is to be added and number of locations in the Sector or Cluster compared to other Sectors or Clusters. Another factor is the past and existing service performance of the Contractor and the resources to do the work. Notwithstanding the above, the CO shall add new locations and additional guards based on what is in the best interest of the District.

**H.16      BOND REQUIREMENTS**

**H.16.1**      The Contractor shall provide a bid bond along with the bid in the amount of \$50,000 and shall maintain the bid bond until notification of contract award.

**H.16.2**      The Contractor, upon entering into a contract with the District, shall obtain a performance bond in the amount of \$1 million. The Contractor shall submit the performance bond to the Contracting Officer within 10 days of contract award.

**H.16.3**      The Contractor shall obtain the bid bond and performance bond from a surety in accordance with 27 DCMR Chapter 2708. The bond shall be in the form of a certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or from the United States government securities that are assigned to the District which pledge the full faith and credit of the United States.