

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 612
WASHINGTON, D.C. 20001

DATE ISSUED: September 11, 2018

OPENING DATE: _____

OPENING TIME: _____

CLOSING DATE: October 10, 2018

CLOSING TIME: 1:00 P.M.

SOLICITATION NUMBER: DCSC-19-RP-0002

OFFER/BID FOR: Genetic Testing Services for Non IV-D Cases

MARKET TYPE: OPEN

TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
X	A	Solicitation/Offer/Award Form	1	X	H	Special Contract Requirements	20
X	B	Supplies or Services & Price /Cost	5	X	I	Contract Clauses	27
X	C	Description/Specs. Work Statement	7	X	J	List of Attachments	34
X	D	Packaging and Marking	13	X	K	Representation Certificates	35
X	E	Inspection and Acceptance	14	X	L	Instructions, Conditions, Notices	38
X	F	Deliveries and Performance	15	X	M	Evaluation Factors for Award	49
X	G	Contract Administration Data	17				

OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.					
<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)				
	<table border="1"> <tr> <td>Signature</td> <td>Date:</td> </tr> <tr> <td style="text-align: center;">(Seal)</td> <td></td> </tr> </table>	Signature	Date:	(Seal)	
	Signature	Date:			
(Seal)					
<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>					

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____	AWARD AMOUNT \$ _____
ACCEPTED AS TO THE FOLLOWING ITEMS:	

DISTRICT OF COLUMBIA COURTS	
BY: _____	
CONTRACTING OFFICER	
CONTRACT PERIOD: _____	_____
AWARD DATE	

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Reginald Ramdat, Contract Specialist at Reginald.Ramdat@dcsc.gov.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offeror may acknowledge addendum here or on addendum or both.

2. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ___ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- ___ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
 - (1) The prices in this offer have been arrived at independently, without, for

the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;

- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. **TYPE OF BUSINESS ORGANIZATION**

Offeror operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

5. **PAYMENT IDENTIFICATION NO.**

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 Purpose

The District of Columbia Superior Court (DCSC) is seeking proposals from qualified firms to provide genetic testing services in accordance with Section C - Statement of Work. Further information regarding the services is outlined in Section C – Statement of Work.

B.2 Pricing Information

The offeror shall submit a price for the Base year and all Option Years for the services specified in Section C, Statement of Work of this solicitation. The Unit Price Tables shall include all costs pertinent to the purchase of service and equipment requested.

B.3 Price Proposal

Offerors shall furnish the unit price and the total price for the quantities. The quantities listed below are estimates only and do not represent a commitment by the Courts to purchase specific quantities of the requested services. This is a firm fixed unit price contract whereby the Contractor shall be compensated at the established fixed unit price for the actual number of specimen processed/tested.

A. Base Year Price Proposal/Schedule:

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EATIMATED TOTAL PRICE
0001	Genetic Testing for Non- IV-D Case	1000	Specimen	\$	\$

B. Option Year One Price Proposal/Schedule:

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EATIMATED TOTAL PRICE
0001	Genetic Testing for Non- IV-D Case	1000	Specimen	\$	\$

C. Option Year Two Price Proposal/Schedule:

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EATIMATED TOTAL PRICE
0001	Genetic Testing for Non- IV-D Case	1000	Specimen	\$	\$

D. Option Year Three Price Proposal/Schedule:

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EATIMATED TOTAL PRICE
0001	Genetic Testing for Non- IV-D Case	1000	Specimen	\$	\$

E. Option Year Four Price Proposal/Schedule:

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EATIMATED TOTAL PRICE
0001	Genetic Testing for Non- IV-D Case	1000	Specimen	\$	\$

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Superior Court (DCSC) requests a contractor for genetic testing services. The contractor shall provide genetic testing for approximately 1000 specimens per calendar year in Non IV-D Cases. Genetic testing shall be provided to the putative father and all identified children. The contractor will also provide genetic testing, when necessary, for the mother and other related relatives of the children.

C.1.1 APPLICABLE DOCUMENTS

ITEM #	TITLE
1.	U.S. Department of Labor, Occupational Safety and Health Standards, 29 C.F.R. §1910.1030 (applicable to handling of human blood).
2.	D.C. Official Code§ 16-2343.01(e) (2001)
3.	42 USC§ 654 (4)(A)

C.1.2 DEFINITIONS

C.1.2.1 Phlebotomist -One who collects specimens for analysis and is licensed in accordance with local professional licensing standards.

C.1.2.2 Non-IV-D Case – Any case other than the one brought by a IV-Agency, referred by the Superior Court to the Contractor for genetic testing of persons without the ability to pay the full cost of genetic testing.

C.1.2.3 Specimen Collector – One who has been trained on how to properly collect a buccal swab (so as to avoid contamination, degradation, and insufficient yield) and who has a minimum of 2 years experience performing buccal swabs will be permitted to perform the buccal swabs.

C.1.2.4 The Contractor shall employ a Specimen Collector to obtain Buccal Samples for genetic testing.

C.1.2.5 The Contractor shall employ a Phlebotomist to obtain blood samples for genetic testing.

C.2 BACKGROUND

DCSC has jurisdiction over actions for divorce and legal separation, including

proceedings incidental thereto for support and custody or minor children; District and interstate actions for enforcement of child support; actions seeking custody of minor children; adoption proceedings; proceedings to determine paternity of any child born out of wedlock; and proceedings in which a child is alleged to be delinquent, neglected, or in need of supervision. Where paternity is in issue, the Court may order the child and all other parties to submit to medical or genetic tests. Pursuant to D.C. Official Code § 16-2343.01(e) (2001), a genetic test result that indicates a 99% probability that the putative father is the father of the child creates a conclusive presumption of paternity if the genetic test is of a type generally acknowledged as reliable by accreditation bodies designated by the Secretary of the U.S. Department of Health and Human Services and is performed by a laboratory approved by such a body. Unless the case is brought by the IV-D agency for the establishment or enforcement of a child support obligation, the costs of any medical or genetic tests and the costs of any expert witness appointed by the Court must be paid by the parties, or, in the case of indigent parties in neglect proceedings, by the Court.

C.3 REQUIREMENTS

- C.3.1** The contractor shall provide Non IV-D case genetic testing services for approximately 1000 specimens per calendar year, including coordinating and arranging out-of-state genetic testing.
- C.3.2** Upon receipt from DCSC Appointed Counsel of a voucher entitled "Appointment and Voucher for Expert and Other Services" along with a "Genetic Test Request Form", the contractor shall provide testing for each of the following individuals per case: putative father, and all identified children. When necessary the contractor shall provide testing for the mother and other related relatives of the children.
- C.3.3** The contractor shall obtain samples using the Buccal Swab Test or a similar medically acceptable technique for use in DNA testing by means of blood, bodily tissue and/or bodily fluids containing DNA suitable for use in parentage testing. The contractor shall perform genetic testing sufficient to affirm at least a 99% probability that the putative father is the father of the child.
- C.3.4** The contractor shall provide reconfirmation in each exclusionary test result by performing a double testing, second analysis, of the putative father.
- C.3.5** The contractor shall assume all costs in the event of re-collection of specimens due to the negligence of the contractor or its employees assigned to this contract.

- C.3.6** The contractor shall provide notarized genetic test reports on paternity evaluations which include the following: results of the genetic marker for each person tested for each genetic system evaluated; paternity index for each test performed; combined paternity index for all the tests performed; relative probability of paternity for the putative father expressed in both a percentage and a written opinion; cumulative exclusion rate for each test performed; and race and gender of each person tested.
- C.3.7** Where a second genetic test is requested by the Court, the contractor shall arrange that the second test be performed, including gathering samples from the putative father, mother and all identified children by another, independent genetic testing laboratory. The independent genetic testing laboratory shall be recognized and accredited by the AABB, and shall follow all operative provisions of the contract.
- C.3.8** The contractor shall forward all the notarized genetic test reports for Non IV-D cases, including interstate, international, and local test reports, and as required in Section C.3.7, test reports provided by the independent genetic testing laboratory, to the Contracting Officer's Technical Representative (COTR), 616 H Street, N.W., Room 600, Washington, D.C. 20001, within fourteen (14) calendar days after collection of the specimens by the contractor.
- C.3.9** The contractor shall directly handle all related inquiries and complaints from individuals referred by the Court and, if requested by the COTR, provide the COTR with a resolution of the issue in writing within fourteen (14) calendar days of the COTR's request for such resolution.
- C.3.10** The contractor shall provide the Court with notice of appointments not kept by those referred for testing, as well as notice of the parties that have appeared for testing upon request. A report, which shall include a copy of these notices, shall be forwarded to the COTR, 616 H Street, N.W., Room 600, Washington, D.C. 20001, by close of business each Friday.
- C.3.11** The contractor shall possess expertise and experience in conducting genetic testing in multiple jurisdictions and coordinating all aspects of genetic testing for the determination of paternity in any interstate or international case. This expertise and experience shall include, at a minimum, the following: sending genetic specimen collection kits to interstate or international jurisdictions after a referral is made by the Court; retrieving, processing and analyzing genetic sampling kits sent to the interstate or international jurisdiction; and simultaneously scheduling and processing test subjects for the Court and analyzing samples obtained. The contractor shall schedule all interstate and

international cases within 48 hours of notification by the COTR.

- C.3.12** The contractor shall collect specimens Monday through Friday from 10:00 a.m. to 3:00 p.m., except Court holidays, at the D.C. Superior Court, JM Level, located in room# 175 at 500 Indiana Ave, N. W., Washington, D.C. 20001. The contractor's failure to fulfill this requirement in any month may result in a five (5%) percent reduction in the cost per case voucher processed during the month.
- C.3.13** The room size is approximately 10' x 12'. The contractor shall be responsible for providing all necessary equipment, including the following: desktop computer, examination table, draw chair, desk, facsimile machine, photocopier, instant camera, removable privacy partition, secretarial chair, secure file cabinet, secure waste container, secure medical supply cabinet, and four (4) waiting chairs. The contractor shall remove all waste from the secured waste container daily.
- C.3.14** The contractor shall employ Phlebotomists that have training and experience in performing the work set forth in the requirements. A complete written phlebotomist job description and resume shall be included in the contractor's file and be available upon request. The job description shall include education, experience and certification criteria, a description of duties and responsibilities, hours of work, and performance evaluation criteria.
- C.3.15** The contractor shall inquire, prior to collection of paternity samples, if any party has had a blood transfusion within the past ninety (90) days or a bone marrow or stem cell transplant at any time and shall make such notification on the notarized genetic test report.
- C.3.16** The contractor shall follow clear chain of custody procedures to ensure accurate identification of all specimens collected. The contractor shall create and preserve an adequate documentary record of the custody of the samples collected in every case sufficient to withstand evidentiary objections in District courts. Such record shall be adequate to provide a legally acceptable foundation for the testimony of an expert witness or witnesses in the case.
- C.3.17** The contractor shall request a government-issued picture identification card from all adult subjects prior to collection of samples. If an adult subject does not have a government- issued picture identification card, the phlebotomist shall record and legibly photocopy all identification documents the subject has and

obtain fingerprints of all fingers of the subject. The phlebotomist shall record such information on the genetic test report.

- C.3.18** The contractor shall take an instant photograph of the putative father and attach such photograph to the genetic test report.
- C.3.19** The contractor shall maintain a specifically identified contract manager for the term of the contract. The contract manager shall serve as the initial point of contact for any inquiries made by the Court. All contractor personnel are subject to removal from the project at the request of the Court. The contractor must provide a contact number wherein the Court can reach the contract manager from 7:00 am to 6:00 pm EST Monday through Friday, except Court holidays.
- C.3.20** The contractor shall maintain the confidentiality of all information provided by the Court or the subjects of genetic testing, including the identity of any person from whom samples are collected. The contractor shall agree that no confidential information will be disclosed in any information or document produced or maintained by it and intended for, or subject to, public disclosure, unless otherwise required by law or the administration of these services. All contract staff shall be required to sign confidentiality statements reflecting this requirement.
- C3.21** The contractor shall provide, upon request from the Court, a qualified expert witness who possesses a degree in Medicine (M.D.) or a Ph.D. in an applicable scientific field, and is familiar with various State Child Support Enforcement Programs so as to testify in cases before the D.C. Superior Court. The qualified expert witness shall be an expert in the area of genetic testing procedures, including, but not limited to, how test results are determined, how DNA is compared, how a paternity percentage is determined from probabilities within the population group, chain of custody, the test, and procedures surrounding the test. The expert witness shall be a qualified witness with respect to any test performed at the D.C. Superior Court pursuant to this contract. In addition, the expert witness shall be able to defend the test and the witness' determination of results.
- C.3.22** The contractor shall provide the COTR or other authorized representatives of the Court, access to its facility, records and staff, as the COTR deems necessary for monitoring purposes.
- C.3.23** The contractor shall provide by last day of each month, a project status report to the COTR, 616 H Street, N.W. Room 600, Washington, D.C. 20001, containing the following information for each child tested in a format approved by the

COTR:

- a) Total number and names of persons tested;
- b) Court docket number, if applicable;
- c) Social file number, if applicable; and
- d) Appointment and Voucher for Expert and Other Services Voucher Number.

The contractor's failure to fulfill this requirement in any month may result in a ten (10%) percent reduction in the cost per case voucher processed during the month.

C.3.24 The contractor shall provide a telephone "hotline" or another method that can be used by the Court to inquire as to which interstate or international collection site is the nearest and most convenient for a specific jurisdiction. At a minimum, the "hotline" or other method shall be available Monday through Friday from 9:00 a.m. to 4:00p.m., except Court holidays.

C.3.25 The contractor shall be approved and accredited by the Parentage Testing Committee of the AABB for the type of parentage testing that the contractor performs.

C.3.26 In fulfilling the requirements of this contract, the contractor shall comply with the Blood-borne Pathogens provisions of the U.S. Department of Labor regulations concerning Occupational Safety and Health Standards, 29 C.F.R. § 1910.1030.

SECTION D

PACKAGING AND MARKING

NOT APPLICABLE

SECTION E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 **DEFINITIONS:** "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3 The Courts has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.
- E.1.4 If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5 If any of the services do not conform with the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the Courts may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F

PERFORMANCE AND DELIVERY

F.1 **Term of Contract:**

F.1.1 The contract period of performance shall be for one (1) year. The date of award shall be the date the Contracting Officer signs the contract document. The anticipated start date is November 2018.

F.1.1 The contract period for the Base Year shall be for one year from the contract award date. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 **Option to Extend the Term of the Contract:**

The Courts may extend the term of this contract for four one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option.

The offeror shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your offer from further consideration.

The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

F.2 Deliverables:

F.2.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the COTR the deliverable(s) specified below within the designated time frames:

F.2.1.1 The contractor shall submit to the COTR all notarized genetic test reports, including interstate, international, and local test reports, and as required in the Statement of Work (SOW), Section C.3.7, test reports provided by an independent genetic testing laboratory, within fourteen (14) calendar days after collection of the specimen by contractor in accordance with the SOW, Section C.3.8, or as otherwise ordered by the Court.

F.2.1.2 The contractor shall include all relevant information as described in the SOW, Section C- Requirements in the notarized genetic test reports, specifically including the requirements described in the SOW, Sections C.3.15, C.3.16, C.3.17 and C.3.18.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **Payment/Invoices**

G.1 The DCSC has established an electronic voucher system for submission of both legal and expert services vouchers. Pursuant to the Criminal Justice Act Plan and the Counsel for Child Abuse and Neglect Plan, the business processes and workflow are outlined for issuance, review, approval and payment of all electronic vouchers tendered to the Courts' for services rendered in the Defender Services Programs.

G.2 The Contractor shall invoice the D.C. Superior Court at the rate specified in Section B.3 – Price Schedule, for those Non IV-D Cases for which payment may be made under D.C. Code § 16-2326.01 (neglect and termination of parental rights). The Contractor shall invoice the parties directly at the rate specified Section B.3 Price Schedule, in all other Non-IV-D Cases that have been referred by the D.C. Superior Court to the Contractor.

G.3 The contractor shall submit a completed electronic expert services voucher through the web voucher system. This voucher is subject to the normal judicial approval process for approval of services rendered. The Contractor shall be compensated at the established unit price. The COTR shall review each invoice for certification of receipt of satisfactory services. The Contractor shall submit to the COTR a breakdown of all charges for work performed. The contractor is solely responsible for assigning a person and providing the contact information of this person to the DC Courts COTR. This individual should be responsible for the accurate review and timely submission of each voucher.

G.4 The contractor is responsible for entering the exact services rendered for each electronic voucher submitted. Description, quantity and the dates that services were actually performed are required for each expert services voucher submitted for payment. The contractor is responsible for timely submission of all expert services vouchers. The timeline is associated with all standing administrative orders, policies and procedures for DC Courts. As it relates to Appointment and Voucher for Expert and Other Services in DNA Paternity cases, all vouchers should be submitted at the conclusion of services for each case tested and results submitted to DCSC. This action is identified in both the CJA Plan and CCAN Plan as “120 days from termination of representation or the action which triggers the submission (in DNA Paternity Cases the “action which triggers the submission” is the completion of the testing and submission of the results.

G.5 **The Court will pay the contractor after receiving a proper invoice from the Contractor. If payment is not made within 45th days of receipt of a proper**

invoice, interest will be paid pursuant to the Prompt Payment Act, 31 U.S.C. § 3901 et seq.

G.6 Payment/Invoices

G.6.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.

G.7 Final Invoice

G.7.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.7.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.8 Tax Exempt

G.8.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.9 Audits

G.9.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.10 Contracting Officer and Contracting Officer's Technical Representative (COTR)

G.10.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

A. Geoffrey Mack
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

G.10.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Ms. Tamekia Collins
Defender Services Program Specialist
The District of Columbia Courts
Budget & Finance Office
616 H Street, N.W., Suite 600
Washington D.C. 20001
Telephone Number: 202-879-2830
E-mail: Tamekia.Collins@dcsc.gov

G.11 **Authorized Representative of the Contracting Officer.**

G.11.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.11.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

SECTION H

SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 Disclosure of Information

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 Rights in Data

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and

computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 Security Requirements

The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts' security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.5 Contractor Management Responsibility (MAR 2010)

The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

H.6 Suspension Of Work (Mar 2010)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.7 Court Delay of Work (MAR 2010)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H.8 Safety Precautions (MAR 2010)

(a) The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

(b) The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

(c) The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

H.9 Use Of Premises (MAR 2010)

(a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

(b) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

(c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

(d) The Contractor shall use only such entrances to the work area as designated by the COTR.

(e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(f) Only such portions of the premises as required for proper execution of the contract shall be occupied.

(g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

(h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

(1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

H.10 Access To Building (MAR 2010)

(a) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.

(b) Contractor will be given access to buildings only on Monday through Friday of each week.

(c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

(d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.11 Availability Of Funds For The Next Fiscal Year (MAR 2010)

The Court's obligation for performance of this contract each fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H.12 Consent to Subcontract (MAR 2010)

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision if this

contract. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.13 Subcontracts (MAR 2010)

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.14 Publicity

The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

SECTION I

CONTRACT CLAUSES

I.1 The District of Columbia Courts' General Contract Provisions

The District of Columbia Courts' General Contract Provisions for use with the District of Columbia Courts' Supply and Services Contracts shall be applicable to the contract resulting from this solicitation.

I.2 Restriction on Disclosure and Use of Data

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 Ethics in Public Contracting

The Offeror shall familiarize itself with the Court's policy entitled "Ethics in Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.4 Disputes

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

I.5 Laws and Regulations

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.6 Non-Discrimination

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 Examination of Books and Records

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.8 Record Keeping

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.9 Insurance

I.9.1 General Requirements

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of nonpayment of premium.

- A. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- B. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- C. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- D. Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph C shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

- E. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be

sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

- F. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
- G. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
- H. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

I. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the District of Columbia Courts.

- J. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

K. **Duration**

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

L. **Liability**

These are the required minimum insurance limits required by the Courts.
HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

M. **Measure Of Payment**

The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

N. **Notification**

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or

not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

O. Certificates of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Reginald Ramdat
Contract Specialist
D.C. Courts
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-2865
ramdatrn@dcsc.gov

P. Disclosure of Information

The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.9.2 Cancellation Ceiling

In the event of cancellation of the contract because of nonappropriation for any fiscal year, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.9.3 Continuity of Services (Mar 2010)

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.9.4

Wage Rates

The Contractor is bound by the attached **Wage Determination No. 2015-4281, Revision No. 11, dated 7/3/18**, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein. The Contractor shall be bound by the prevailing wage rates for the term of the contract.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 Past Performance Evaluation Form**
- J.9 District of Columbia Courts Release of Claims**
- J.10 Wage Determination**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

K.1 Certification Regarding a Drug-Free Workplace

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

K.1.2 By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when

performance is expected to be completed.

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Print Name of Authorized Representative	Title
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Signature of Authorized Representative

PART V

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Submission and Identification

L.1.1 The District of Columbia Courts will not accept a facsimile or email copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept email or telegraphic offers.

L.1.2 Proposals shall be submitted in a sealed proposal package. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number: DCSC-19-RP-0002

Caption: "Genetic Testing for Non IV-D Cases"

Proposal Due Date & Time: October 10, 2018, no later than 1:00 p.m.

L.1.4 Offerors may submit Proposals either by mail or by hand delivery/courier services.

L.1.4.1 Offerors submitting their proposals by mail must mail their proposals to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Reginald Ramdat, Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

L.1.4.2 Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Reginald Ramdat, Contract Specialist
701 7th Street, N.W., Suite 612

Washington, D.C. 20001

L.2 Proposal Information and Format

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the Offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Experience, Qualifications and Resumes of Key Personnel

L.2.2.1 Each Offeror must provide the following information in this section:

L.2.2.2 Background and experience of all potential project personnel;

L.2.2.3 Resumes of all proposed staff;

L.2.2.4 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. Proposals shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, Clause L.3 – Price Proposal.**

L.2.3 Volume I - Technical Proposal shall comprise the following tabs and information:

Tab A	General Information: <ol style="list-style-type: none">Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual.Ownership structure.Ownership by foreign corporation with an interest exceeding five
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	<p>(5) percent.</p> <p>4. Articles of incorporation, partnership or joint venture agreement.</p> <p>5. Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification.</p> <p>6. If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.</p> <p>7. Name, address, and current phone number of Offeror’s contact person.</p>
Tab B	<p>TECHNICAL APPROACH & CAPACITY</p> <p>M.2.1.1 Offeror has demonstrated its understanding of the requirements and capacity to perform the required services as evidenced by its expertise with child support and paternity establishment programs; ability to provide genetic testing in multiple jurisdictions, interstate or international cases; and sample reports that meet the requirements of C.3.6.</p> <p>M.2.1.2 Offeror has proposed a staffing plan, which includes qualified key personnel, to successfully provide the required services. The resumes submitted for the proposed key personnel demonstrate that the personnel have relevant experience and the technical competencies to perform the required services.</p> <p>M.2.1.3 The Offeror provided a plan to ensure that a Phlebotomist will be on duty at the designated collection site(s) during the hours required.</p>
Tab C	<p>M.2.2 EXPERIENCE AND PAST PERFORMANCE</p> <p>Offerors has satisfactorily provided similar genetic testing services to child support and paternity establishment programs as required in the RFP. The Offeror’s client references include child support enforcement programs and IV-D agencies.</p>

Tab D	<p>Disclosures:</p> <ol style="list-style-type: none"> 1. Disclosure details of any legal action or litigation past or pending against the Offeror. 2. A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts. 3. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia.
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L.2.3.1 Volume II – Price Proposal shall comprise the following tabs:

Tab A	<p>Price Information: Detailed price breakdown of all price (See also, clause L.3)</p>
Tab B	<p>Certifications, Affidavits, & Other Submissions</p> <ol style="list-style-type: none"> 1. Certifications, Affidavits and Other Submissions as specified in Clause L.12

L.2.3.2 Each Offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and one original and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

L.2.4 Past Performance:

L.2.4.1 The information requested in this section shall facilitate the evaluation of the Offeror’s past performance in delivering the Court’s requirements as described herein.

L.2.4.2 The Offeror shall provide any information to substantiate the Offeror’s past performance in completing the requirements of Section C. The Offeror shall provide the following information:

L.2.4.3 **References:** The name, address and contact person of three (3) references

(See **Attachment J.8**) for which services of this nature have been provided in the past three (3) years.

L.2.4.4 Past Performance Evaluation Form (**Attachment J.8**) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.

L.2.4.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts which are relevant to the RFP.

L.2.4.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.2.5 **Disclosure**

L.2.5.1 This section of the proposal shall include the disclosure information described below:

L.2.5.1.1 Disclosure details of any legal action or litigation past or pending against the offeror;

L.2.5.1.2 A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.2.5.1.3 Documentary evidence (e.g. certificates) that the offeror has a place of business located in the District of Columbia and is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

L.3 **Price Proposal**

- L.3.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the Offeror shall be detailed/itemized for the services set forth in Section C. The Offeror's price proposal shall become a part of the awarded contract. The Offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.
- L.4 **Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals**
- L.4.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- L.4.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;
- L.4.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- L.4.1.3 The proposal is the only proposal received.
- L.4.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.
- L.4.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.4.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.4.5 A late proposal, late modification or late withdrawal of offer that is not considered

shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.5 Questions

L.5.1 Questions concerning this Request for Proposals must be directed by **e-mail** to:

Reginald Ramdat, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 612
Washington, D.C. 20001
E-mail address: ramdatrn@dcsc.gov
Telephone: 202-879-2865

L.6 Explanation to Prospective Offerors

L.6.1 **Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by email no later than September 19, 2018 by 1:00 p.m.** Requests shall be directed to the procurement contact person at the e-mail address listed in Section L.5. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.7 Changes to the RFP

L.7.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding. Amendments will be posted on:
<https://www.dccourts.gov/about/procurement-contracts-branch>

L.8 Contract Award

L.8.1 The Courts intend to make an award to the responsible Offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.8.2 **The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer shall contain the Offeror's**

best terms from a standpoint of price, technical, and other factors.

L.9 Final Proposal Revisions (FPRs)

L.9.1 The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint. However, if discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all Offerors still within the competitive range.

L.10 Cancellation of Award

L.10.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.11 Official Offer

L.11.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.12 Certifications, Affidavits and Other Submissions

L.12.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace & J.8 – Past Performance Evaluation Form.

L.13 Retention of Proposals

L.13.1 All proposal documents shall be the property of the District of Columbia Courts

and retained by the Courts, and therefore will not be returned to the Offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section I.2.

L.14 Public Disclosure under FOIA

L.14.1 Trade secrets or proprietary information submitted by an Offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the Offeror's entire proposal is proprietary will have no effect whatsoever.

L.15 Examination of Solicitation

L.15.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

L.16 Acknowledgment of Amendments

L.16.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.17 Right to Reject Proposals

L.17.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.18 Proposal Preparation Costs

L.18.1 Each Offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful Offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.19 **Prime Contractor's Responsibilities**

L.19.1 Each Offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.19.2 If the Offeror's proposal includes services provided by others, the Offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.20 **Contract Type**

L.20.1 This is a firm-fixed unit price indefinite quantity contract. Since it is impossible to predetermine the exact quantity of services required during the contract term, the quantities stated in the solicitation are estimates based upon the previous services and on the best knowledge of the Courts. Lesser quantity than specified in the solicitation may be needed as determined by the Courts' need during the term of this contract. Greater quantities shall be authorized in contract modifications to meet the needs of the Court.

L.21 **Failure to Respond to Solicitation**

L.21.1 In the event that a prospective Offeror does not submit an offer in response to the solicitation, the prospective Offeror shall advise the Contracting Officer by letter or postcard whether the prospective Offeror wants any future solicitations for similar requirements. If the prospective Offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective Offeror's name may be removed from applicable mailing list.

L.22 **Signing Offers and Certifications**

L.22.1 Each offer must provide a full business address and telephone number of the Offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the Offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on

behalf of the corporation. If an agent signs an offer, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.23 **Errors in Offers**

L.23.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the Offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.24 **Authorized Negotiators**

L.24.1 The Offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the Offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

L.25 **Acceptance Period**

L.25.1 The Offeror agrees keep its offer open for one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals.

L.25.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions (FPR) at the designated date and time. Offerors agree keep their FPRs open for one hundred twenty (120) days from the date specified for the submission of FPRs.

PART VI

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a price and technical standpoint.

M.1.1 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions.

M.2 Evaluation Criteria

M.2.1 The evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1.1	TECHNICAL APPROACH & CAPACITY	
M.2.1.1.1	Offeror has demonstrated its understanding of the requirements and capacity to perform the required services as evidenced by its expertise with child support and paternity establishment programs; ability to provide genetic testing in multiple jurisdictions, interstate or international cases; and sample reports that meet the requirements of C.3.6.	0-25
M.2.1.1.2	Offeror has proposed a staffing plan, which includes qualified key personnel to successfully provide the required services. The resumes submitted for the proposed key personnel demonstrate that the personnel have relevant experience and the technical competencies to perform the required services.	0 – 20
M.2.1.1.3	The Offeror provided a plan to ensure that a Phlebotomist will be on duty at the designated collection site(s) during the hours required.	0 - 20

M.2.2	EXPERIENCE AND PAST PERFORMANCE Offerors has satisfactorily provided similar genetic testing services to child support and paternity establishment programs as required in the RFP. The Offeror’s client references include child support enforcement programs and IV-D agencies.	0 - 20
M.2.3	Price: Total price for the base year and all option years	0 - 15
	TOTAL	100

M.3 PRICE CRITERIA (15 Points)

The price evaluation will be objective. The offeror with the lowest price, for the base and option years, will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror’s evaluated price score:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of proposal being evaluated}} \times 15 \text{ points} = \text{Evaluated price score}$$

M.4 Prospective Contractor's Responsibility

M.4.1 In order to receive an award under this RFP, the Court’s Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

- M.4.1.3 A satisfactory record of performance;
 - M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the Offeror to be nonresponsible.



ATTACHMENT J.1



**DISTRICT OF COLUMBIA
COURTS GENERAL
PROVISIONS
FOR USE WITH
COURTS' SUPPLY &
SERVICES CONTRACTS
(Revised April 2007)
(Revised May 2017)**

**ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS
BRANCH SUITE 622
616 H STREET, N.W.,
WASHINGTON, D.C.
20001**

ATTACHMENT A
D.C. COURTS GENERAL CONTRACT PROVISIONS

(MAY 2017)

1.	Definitions.	2
2.	<i>Changes.</i>	2
3.	<i>Transfers.</i>	2
4.	<i>Waiver.</i>	2
5.	Indemnification.	2
6.	Patents and Copyrights.	2
7.	Covenant Against Contingent Fees.	4
8.	<i>Quality.</i>	4
9.	Health And Safety Standards.	4
10.	Inspection Of Supplies.	4
11.	Inspection Of Services.	7
12.	<i>Payment.</i>	7
13.	<i>Taxes.</i>	7
14.	Appointment of Attorney.	8
15.	Termination for Default.	8
16.	Termination for Convenience of the Court.	9
17.	Termination of Contracts for Certain Crimes and Violations.	13
18.	Protests and Disputes.	14
19.	Independent Contractor Relationship	14
20.	<i>Security.</i>	14
21.	Officials not to Benefit	14
22.	Retention and Examination of Books.	15
23.	Recovery of Debts Owed the Court.	15
24.	Appropriation of Funds.	15
25.	Non-Discrimination in Employment.	15
26.	Buy American Act.	16
27.	Service Contract Act of 1965.	17
28.	<i>Walsh-Healey Public Contracts Act</i>	23
29.	<i>Governing Law</i>	23
30.	Multiyear Contract.	23
31.	Unenforceability of Unauthorized Obligations.	23

1. Definitions.

The term "Contracting Officer" shall mean the Executive Officer of the District of Columbia Courts or her or his authorized representative. The term "Court" shall, depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals or the District of Columbia Court System. If the Contractor is an individual, the term "Contractor" shall mean the Contractor, his or her heir(s), executors and administrators. If the Contractor is a corporation, the "Contractor" shall mean the Contractor and its successor. The term "District of Columbia government" shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.

2. Changes.

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes in this contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided however, that the Contracting Officer, may, in his or her discretion receive, consider and adjust any such claim asserted at any time prior to the final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined in accordance with Clause 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. Transfers.

This contract or any interest herein shall not be transferred by either the Court or the Contractor except upon written permission of the other party.

4. Waiver.

The waiver of any breach of this contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of this contract.

5. Indemnification (Revised 11/24/08).

(a) The Contractor shall indemnify and save harmless the Court and its officers, agents and employees from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits and expenses incidental thereto (including the cost of defense and attorneys' fees) resulting from, arising out of, or in any way connected to any act, omission or default of the Contractor, its officers, agents, employees, servants or its subcontractors, or any other person acting for or by permission of the Contractor in the performance of this contract, regardless of whether or not any damage resulting from the

Contractor's act, omission or default is caused in part by the Court. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any Court property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor While performing work hereunder.

(b) The indemnification obligation under this clause shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The Court agrees to give Contractor written notice of any claim of indemnity under this clause. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the Court is required in connection with the settlement. Monies due or to become due the Contractor under the contract maybe retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

(c) The Contractor shall indemnify and save harmless the Court and its officers, agents, Servants and employees from liability of any nature or kind, including costs and expenses, for or on account of the use of any patented or unpatented invention, item or process, manufactured or used in the performance of this contract, including their use by the Court, unless otherwise specifically stipulated in the contract.

(d) The Contractors hall indemnify and save harmless the Court and its officers, agents, Servants and employees against any claim for copyright infringement relating to any work produced, used or delivered under this contract.

6. Patents and Copyrights.

(a) The Contractor shall not make application for a patent or copyright on any invention, item or process produced under this contract except with the written permission of the Court. The Court shall have an irrevocable nonexclusive royalty free license with the right to sublicense in any invention conceived or first actually reduced to practice in the course of or under this contract or any subcontract thereunder.

(b) All reports, programs, manuals, discs, tapes, card desks, listing, and other materials prepared by or worked upon by the Contractor's employees under this Agreement shall belong exclusively to the Court.

- (c) Contractor agrees not to publish or disclose any material first prepared under this Agreement without prior permission of the Court.
- (d) Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Court or an irrevocable royalty free license for the Court in such work.
- (e) Contractor agrees to give the Court all assistance reasonably required to protect the rights defined in these provisions.

7. Covenant Against Contingent Fees.

The Contractor warrants that no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting a bona fide employee or agency maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Court shall have the right to terminate this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

8. Quality.

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

9. Health And Safety Standards.

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

10. Inspection Of Supplies.

- (a) "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Court may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the Court covering supplies under this contract and shall tender to the Court for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Court during contract performance and for as long afterwards as the contract requires. The Court may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The Court has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Court will perform inspections and tests in a manner that will not unduly delay the work. The Court assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the Court performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the Court will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Court has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Court may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Court may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for Court inspection.

(j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(l) Inspections and tests by the Court do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the Court, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Court will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Court thereby.

11. Inspection Of Services.

(a) “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.

(c) The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

12. Payment.

The Court shall pay the Contractor for services performed by the Contractor in the manner set forth in this contract, at the rate prescribed upon the submission by the Contractor of proper invoices or time statements, at the time provided for in this contract, to the Budget and Finance Division for contracts involving the Superior Court of the District of Columbia or the Court System, or to the Clerk of the District of Columbia Court of Appeals for contracts involving the District of Columbia Court of Appeals.

13. Taxes.

The District of Columbia Courts are exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

14. Appointment of Attorney (Revised 11/24/08).

The bidder/offeror or Contractor (whichever the case may be) does hereby irrevocably Designate and appoint the Clerk of the District of Columbia Superior Court and his or her Successor in office as the true and lawful attorney of the Contractor for the purpose of Receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contractor the work required or performed hereunder.

The bidder/offeror or Contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror pr contractor at the address stated in this contract.

15. Termination for Default.

(a) The Contracting Officer may, subject to the provisions of paragraph (c) below, by written notice to the Contractor, terminate the whole or any part of this contract for any of the following reasons:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Contracting Officer terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Contracting Officer may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Court for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Court, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Court, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called “manufacturing materials”) as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Court has an interest. Payment for completed supplies delivered to and accepted by the Court will be at the contract price. Payment for manufacturing materials delivered to and accepted by the Court and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the **Disputes** clause of this contract. The Court may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Court against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the Court, be the same as if the notice of termination had been issued pursuant to such clause.

(f) The rights and remedies of the Court provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the term “subcontractor(s)” means subcontractor(s) at any tier.

16. Termination for Convenience of the Court.

(a) The Court may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Court’s interest. The Contracting Officer shall terminate by delivering to the Contractor a written Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) Assign to the Court, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the Court will have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Court (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the Court.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Court has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Court under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination

inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Court to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the Court will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the Court (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph (f)(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the Court expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Court or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the Court will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the Court has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Court.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k)(1) The Court may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Court upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Court, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Termination of Contracts for Certain Crimes and Violations.

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this clause, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

18. Protests and Disputes.

Any protest or dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts (August 2003 or subsequent modifications).

19. Independent Contractor Relationship.

It is expressly understood and agreed that the professional technical personnel assigned by the Contractor to work under this contract are the Contractor's employees or agents. Under no circumstances are such individuals to be considered Court employees or agents. Contractor and its employees shall be considered in an independent contract relationship with the Court at all times.

20. Security.

Contractor agrees that its employees shall treat as strictly confidential, all information received as a result of the performance of this contract. Such information will not, except as required by law, be disclosed to anyone outside of the Court's organization during the period of this contract or thereafter.

21. Officials not to Benefit.

Unless a determination is made as provided herein, no officer or employee of the District of Columbia government shall be admitted to any share or part of this contract or to any benefit arising therefrom, and any contract made by the Contracting Officer or any Court employee authorized to execute contracts in which they or an employee of the Court will be personally interested shall be void, and no payment shall be made thereon by the Court or any officer thereof, but this provision shall not be construed to extend to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. A District employee shall not be a party to a contract with the Court and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made

by the Court that there is a compelling reason for contracting with the employee, such as when the Court's needs cannot reasonably otherwise be met.

22. Retention and Examination of Books.

The Contractor shall retain all books, records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, Court, or other personnel duly authorized by the Contracting Officer.

The Contracting officer, or his or her duly authorized representative shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.

23. Recovery of Debts Owed the Court.

The Contractor hereby agrees that the Court may use all or any portion of any consideration or refund due the Contractor under this contract to satisfy, in whole or part, any debt due to the Court.

24. Appropriation of Funds.

The Court's liability under this contract is contingent upon the availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the Court for the payment of any money shall not arise unless such appropriated monies shall have been provided.

25. Non-Discrimination in Employment.

(a) The Contractor shall not discriminate in any manner against an employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, or political affiliation, as these terms are defined in the District of Columbia Human Rights Act, as amended (D.C. Official Code § 2-1401.02). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation. The affirmative action shall include, but not be limited to the following: employment, upgrading, or transfer; recruitment or recruitment

advertising; demotion, layoff, or termination; rates of pay, or other forms of compensation; and selection for training and apprenticeship.

(b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions in paragraph (a) of this clause.

(c) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation.

(d) The Contractor agrees to send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising each labor union or worker's representative of the commitment Contractor has made pursuant to paragraph n (a) of this clause.

(e) The Contractor agrees to permit the Contracting Officer or his or her designated representative access to the Contractor's books, records, and accounts, pertaining to its employment practices for purposes of investigation to ascertain compliance with the provisions contained in this clause.

(f) The Contractor shall include in every subcontract the provisions contained in paragraphs (a), (b), (c), (d) and (e) of this clause so that such provisions will be binding upon each subcontractor.

26. Buy American Act.

(a) The Buy American Act (41 U.S.C. §10a) provides that the District of Columbia give preference to domestic end products. "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products. "Domestic end product," as used in this clause, means (1) an un-manufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(3) or (4) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic. "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) For which the Court determines the cost to be unreasonable;

(3) For which the Court determines that domestic preference would be inconsistent with the public interest; or

(4) That the Court determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

27. Service Contract Act of 1965.

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351 *et seq.*). "Contractor," as used in this clause, means the prime Contractor or any subcontractor at any tier. "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541) engaged in performing a Court contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor or subcontractor.

(b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). All interpretations of the Act in Subpart C of 29 CFR Part 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2)(A) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(B) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall

review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(C) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(D)(i) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(ii) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this paragraph (c), a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subparagraph (c)(2)(B) of this clause need not be followed.

(iii) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(E) The wage rate and fringe benefits finally determined under subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(F) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor shall pay any service or other employees performing work under this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor or any subcontractor of any other legal or contractual obligation to pay a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, neither the Contractor nor the subcontractor shall pay any service employee performing this contract less than the wages and fringe benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor or subcontractor may be relieved of this obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing under 29 CFR 4.10, that the wages and fringe benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the

wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor or subcontractor shall comply with the health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(A) For each employee subject to the Act:

(i) Name, address and social security number;

(ii) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(iii) Daily and weekly hours worked; and

(iv) Any deductions, rebates, or refunds from total daily or weekly compensation.

(B) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested

- parties or by ESA under the terms of paragraph (c) of this clause. A copy of the report required by subparagraph (c)(2)(B) of this clause will fulfill this requirement.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The Contracting Officer shall withhold from the prime Contractor under this or any other Court contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees of the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the Court may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts.
- (m) Contractor's report.
- (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(n) Contractor's Certification. By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Court contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Court contract under section 5 of the Act. The penalty for making false statements is prescribed in the D.C. Code § 22-2405.

(o) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR parts 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(2) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(3) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR parts 525 and 528.

(p) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR part 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

28. WALSH-HEALEY PUBLIC CONTRACTS ACT:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

29. Governing Law.

This contract shall be governed by the laws of the District of Columbia both as to interpretation and performance.

30. Multiyear Contract.

If this contract is a multiyear contract, then the following provision is made part of this contract: If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the Court and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

31. Unenforceability of Unauthorized Obligations. (Added May 2017)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Court to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability, or providing for renewal of the contract in a subsequent fiscal year without requiring affirmative action from the contracting officer (unless pursuant to the Court's multiyear contracting authority), that would create an Anti-Deficiency Act violation (31 U.S.C. § 1341), the following shall govern:

(1) Any such clause is unenforceable against the Court.

(2) Neither the Court nor any Court authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or

"browse-wrap" agreements), execution does not bind the Court or any Court authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Court that is expressly authorized by statute and specifically authorized under applicable Court regulations and procedures.

ANTI-COLLUSION STATEMENT

TO ALL BIDDERS/OFFERORS:

THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.

In the preparation and submission of this bid/proposal on behalf of _____ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by the D.C. Courts has an interest in, or is concerned with this proposal; and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: _____

COMPANY

BUSINESS ADDRESS

Subscribed and sworn before me this _____ day of _____, 20____, in

City and State

Notary Public

ETHICS IN PUBLIC CONTRACTING

- A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.
- B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.
- C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.
- D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontract or order.
- E. It shall be a breach of ethical standards for any employee, former employee or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

BY: _____

COMPANY

NON DISCRIMINATION

Employment discrimination by contractor is prohibited.

Every contract over \$10,000.00 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontract or vendor.

BY: _____

COMPANY

CERTIFICATION OF ELIGIBILITY

CONTRACTOR'S/
PROJECT NAME: _____

_____, being duly sworn, or under penalty of perjury under the laws of the United States, certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes; has not been suspended, debarred voluntarily excluded or determined ineligible by any Federal, District, or Stage agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has a Civil judgment rendered against it by a Court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____, 20____, in

City and State

Notary Seal

Notary Public

TAX CERTIFICATION AFFIDAVIT

For all bids/offers over 100,000.00, the following affidavit is required:

_____, 20 ____.

I hereby certify that:

1. I have complied with the applicable tax law fillings and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning the payment of my tax liability:
 State: _____ Current Not Current
 Unemployment Insurance _____ Current Not Current
3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue Yes No, and/or the Department of Employment Services Yes No.
4. My tax numbers are as follows:
 D.C. Employer Tax ID No.: _____
 Unemployment Insurance Account No.: _____
 D-U-N-S No.: _____

The D.C. Courts is hereby authorized to verify the above information with appropriate Government authorities. Penalty of making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code Sec. 22-2513.

Signature of Person Authorized to Sign
This Document

Title

Typed or Printed Name

Name of Organization _____

Notary: Subscribed and sworn before me this ___ day of _____, 20 at _____
Month and Year at City and State

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

A. Definition as used in this provision:

“Controlled substance” means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in the regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Drug free workplace” means a site for the performance of work done in connections with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

“Employee” means an employee of a Contractor directed engaged in the performance of work under a D.C. Courts contract.

“Individual” means a bidder/offeror that has no more than one employee including the bidder/offeror.

B. By submission of its bid/offer, the bidder/offeror, if other than an individual who is making a bid/offer that equals or exceeds \$25,000.00, certifies and agrees that with respect to all employees of the bidder/offeror to be employed under a contract resulting from this solicitation will:

- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s work place and specifying the actions that will be taken against employees for violation of each prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (B), (1) of this provision;
- (4) Notifying such employees in the statement required by subparagraph (b), (1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug statue conviction for violation occurring in the work place no later than five (5) days after such conviction;
 - (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (B), (4), (ii) of this provision from an employee or otherwise receiving actual notice of such conviction;
 - (6) Within thirty (30) days after receiving notice under subparagraph (B), (4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the work place:
 - (i) Take appropriate personnel action against such employee up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (B), (1) through (B), (6) of this provision.
- C. By submission of its bid/offer, the bidder/offeror, if an individual, who is making a bid/offer of any dollar value, certifies and agrees that the bidder/offeror will not engage in the unlawful manufacture distribution, dispensing, possession or use of a controlled substance in the performance of the contract resulting from this solicitation.
- D. Failure of the bidder/offeror to provide the certification required by paragraphs (B) or (C) of these provisions, renders the bidder/offeror unqualified and ineligible for award.
- E. In addition to other remedies available to the D.C. Courts, the certification in paragraphs (B) and (C) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Concurrence:

AUTHORIZED CONTRACTOR PERSONNEL

Name: _____

Signature: _____

Title: _____

Date: _____

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and period of Performance _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			



Anne B. Wicks
Executive Officer

DISTRICT OF COLUMBIA COURTS
Administrative Services Division
Office: Gallery Place
616 H Street NW, 6th Floor
Washington, DC 20001
Mailing Address: 500 Indiana Avenue NW
Washington, DC 20001-2131



Louis W. Parker
Administrative Officer

**DISTRICT OF COLUMBIA COURTS
RELEASE OF CLAIMS
Attachment J.9**

**THE CONTRACTOR SHALL COMPLETE AND SUBMIT THIS FORM AND A COPY OF THE
FINAL INVOICE TO THE COTR**

The undersigned Contractor, pursuant to the term of contract between the District of Columbia Courts herein referred to as the "Courts" and

_____ herein

(Name of Contractor)

referred to as the "Contractor" for (Insert Contract Number and Caption):

Located
at: _____

1. The Contractor hereby certified that there is due and payable by the Courts to the Contractor under the contract and fully approved modifications the balance of:
\$ _____ (**Final Invoice Amount**).

2. The Contractor further certified that in addition to the final invoice amount set forth in paragraph 1 above, there are outstanding and unsettled the following items including Retainer fee which the Contractor claims are just and due and owing by the Courts to the Contractor (**Itemize claims and amounts due. If none, so state**):
 1. _____
 2. _____
 3. _____
 4. _____

3. The contractor further certified that all work required under this contract including work required under all modifications has been performed in accordance with the terms thereof and that there are no unpaid claims for materials, supplies, equipment, or service.

4. Except for the amounts stated in paragraph 1 and 2 above, the Contractor certifies that

it has received from the Courts all sums of money pursuant to the above mentioned contract and any modifications.

5. That in consideration of the payment of the amount stated in paragraph 1 above, the Contractor does hereby release the Courts from any and all claims arising under or by virtue of this contract. Except the amount listed in paragraph 2 above, provided however, that if for any reason the Courts does not pay in full the amount stated in paragraph 1 above, said deduction shall not affect the validity of this release. But the amount so deducted shall be automatically included under paragraph 2 above, as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon receipt of the payment of the amount listed in paragraph 2 above, and any amount with may be deducted from paragraph 1 above, the Contractor will release the Courts from any and all claims arising out of the above contract or any modifications thereof, and will execute such further release or assurance as the Courts may request.

In WITNESS WHEREOF, the Contractor has signed this instrument this _____ day of _____, 20_____.

CONTRACTOR:

(Print or Type Name)

(Signature)

(Official Title)

(Date)

(E-mail)

DC COURTS COTR: Certificate of Acknowledgement of Delivery and Acceptance of All Goods and Services

(Print or Type Name)

(Signature)

(Official Title)

(Date)

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 2015-4281
 Daniel W. Simms Division of | Revision No.: 11
 Director Wage Determinations | Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	18.64	
01012 - Accounting Clerk II	20.91	
01013 - Accounting Clerk III	23.40	
01020 - Administrative Assistant	33.16	
01035 - Court Reporter	21.84	
01041 - Customer Service Representative I	14.94	
01042 - Customer Service Representative II	16.81	
01043 - Customer Service Representative III	18.33	
01051 - Data Entry Operator I	15.24	
01052 - Data Entry Operator II	16.63	
01060 - Dispatcher, Motor Vehicle	19.28	
01070 - Document Preparation Clerk	17.55	
01090 - Duplicating Machine Operator	17.55	
01111 - General Clerk I	14.88	
01112 - General Clerk II	16.24	
01113 - General Clerk III	18.74	
01120 - Housing Referral Assistant	25.29	
01141 - Messenger Courier	16.54	
01191 - Order Clerk I	15.29	

01192 - Order Clerk II	16.68	
01261 - Personnel Assistant (Employment) I		18.47
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.04
01270 - Production Control Clerk	25.39	
01290 - Rental Clerk	16.55	
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I	18.07	
01312 - Secretary II	20.18	
01313 - Secretary III	25.29	
01320 - Service Order Dispatcher		17.24
01410 - Supply Technician	33.16	
01420 - Survey Worker	20.03	
01460 - Switchboard Operator/Receptionist		15.56
01531 - Travel Clerk I	16.28	
01532 - Travel Clerk II	17.50	
01533 - Travel Clerk III	18.79	
01611 - Word Processor I	17.05	
01612 - Word Processor II	19.13	
01613 - Word Processor III	21.41	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		28.60
05010 - Automotive Electrician	23.51	
05040 - Automotive Glass Installer	22.15	
05070 - Automotive Worker	22.15	
05110 - Mobile Equipment Servicer	19.04	
05130 - Motor Equipment Metal Mechanic		24.78
05160 - Motor Equipment Metal Worker		22.15
05190 - Motor Vehicle Mechanic	24.78	
05220 - Motor Vehicle Mechanic Helper		18.49
05250 - Motor Vehicle Upholstery Worker		21.63
05280 - Motor Vehicle Wrecker	22.15	
05310 - Painter, Automotive	23.51	
05340 - Radiator Repair Specialist	22.15	
05370 - Tire Repairer	14.44	
05400 - Transmission Repair Specialist		24.78
07000 - Food Preparation And Service Occupations		
07010 - Baker	14.14	
07041 - Cook I	15.88	
07042 - Cook II	18.46	
07070 - Dishwasher	11.79	
07130 - Food Service Worker		11.62
07210 - Meat Cutter	20.41	
07260 - Waiter/Waitress	11.30	
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	19.86	
09040 - Furniture Handler	14.06	
09080 - Furniture Refinisher	20.23	
09090 - Furniture Refinisher Helper	15.52	
09110 - Furniture Repairer, Minor	17.94	
09130 - Upholsterer	19.86	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles	10.58	
11060 - Elevator Operator	12.97	

11090 - Gardener	19.14
11122 - Housekeeping Aide	12.97
11150 - Janitor	12.97
11210 - Laborer, Grounds Maintenance	14.28
11240 - Maid or Houseman	12.23
11260 - Pruner	12.66
11270 - Tractor Operator	17.51
11330 - Trail Maintenance Worker	14.28
11360 - Window Cleaner	14.63
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	30.76
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	21.50
12025 - Dental Hygienist	45.97
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	17.58
12130 - Medical Laboratory Technician	20.88
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	39.79
12221 - Nursing Assistant I	11.75
12222 - Nursing Assistant II	13.22
12223 - Nursing Assistant III	14.42
12224 - Nursing Assistant IV	16.18
12235 - Optical Dispenser	21.60
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	18.41
12305 - Radiologic Technologist	34.20
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	28.49
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.07
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	33.44
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.38
13050 - Library Aide/Clerk	17.04

13054 - Library Information Technology Systems Administrator		34.67
13058 - Library Technician		20.89
13061 - Media Specialist I		24.93
13062 - Media Specialist II		27.90
13063 - Media Specialist III		31.10
13071 - Photographer I		16.65
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		33.76
13090 - Technical Order Library Clerk		21.40
13110 - Video Teleconference Technician		25.72
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.92
14042 - Computer Operator II		21.18
14043 - Computer Operator III		23.60
14044 - Computer Operator IV		26.22
14045 - Computer Operator V		29.05
14071 - Computer Programmer I	(see 1)	26.36
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		38.69
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		38.30
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		32.35
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.84
15086 - Maintenance Test Pilot, Rotary Wing		48.84
15088 - Non-Maintenance Test/Co-Pilot		48.84
15090 - Technical Instructor		29.27
15095 - Technical Instructor/Course Developer		35.79
15110 - Test Proctor		23.62
15120 - Tutor		23.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.55
16030 - Counter Attendant		12.55
16040 - Dry Cleaner		16.13
16070 - Finisher, Flatwork, Machine		12.55
16090 - Presser, Hand		12.55
16110 - Presser, Machine, Drycleaning		12.55
16130 - Presser, Machine, Shirts		12.55
16160 - Presser, Machine, Wearing Apparel, Laundry		12.55
16190 - Sewing Machine Operator		17.28

16220 - Tailor	18.26	
16250 - Washer, Machine	13.76	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.18
19040 - Tool And Die Maker	31.12	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	19.64	
21030 - Material Coordinator	25.39	
21040 - Material Expediter	25.39	
21050 - Material Handling Laborer	13.83	
21071 - Order Filler	15.09	
21080 - Production Line Worker (Food Processing)		19.64
21110 - Shipping Packer	18.05	
21130 - Shipping/Receiving Clerk	18.05	
21140 - Store Worker I	13.32	
21150 - Stock Clerk	18.40	
21210 - Tools And Parts Attendant	19.64	
21410 - Warehouse Specialist	19.64	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	36.21	
23019 - Aircraft Logs and Records Technician	26.30	
23021 - Aircraft Mechanic I	34.38	
23022 - Aircraft Mechanic II	36.21	
23023 - Aircraft Mechanic III	37.97	
23040 - Aircraft Mechanic Helper	23.34	
23050 - Aircraft, Painter	32.91	
23060 - Aircraft Servicer	26.30	
23070 - Aircraft Survival Flight Equipment Technician		32.91
23080 - Aircraft Worker	27.96	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		27.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		34.38
23110 - Appliance Mechanic	21.75	
23120 - Bicycle Repairer	14.90	
23125 - Cable Splicer	34.63	
23130 - Carpenter, Maintenance	22.56	
23140 - Carpet Layer	20.49	
23160 - Electrician, Maintenance	27.98	
23181 - Electronics Technician Maintenance I	30.70	
23182 - Electronics Technician Maintenance II	32.60	
23183 - Electronics Technician Maintenance III	34.33	
23260 - Fabric Worker	23.31	
23290 - Fire Alarm System Mechanic	24.20	
23310 - Fire Extinguisher Repairer	21.47	
23311 - Fuel Distribution System Mechanic	30.36	
23312 - Fuel Distribution System Operator	25.56	
23370 - General Maintenance Worker	21.46	
23380 - Ground Support Equipment Mechanic	34.38	
23381 - Ground Support Equipment Servicer	26.30	
23382 - Ground Support Equipment Worker	27.96	
23391 - Gunsmith I	21.47	
23392 - Gunsmith II	24.96	
23393 - Gunsmith III	27.91	

23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.44
23430 - Heavy Equipment Mechanic	28.13
23440 - Heavy Equipment Operator	23.36
23460 - Instrument Mechanic	30.07
23465 - Laboratory/Shelter Mechanic	26.51
23470 - Laborer	14.98
23510 - Locksmith	25.89
23530 - Machinery Maintenance Mechanic	28.23
23550 - Machinist, Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	30.07
23592 - Metrology Technician II	31.67
23593 - Metrology Technician III	33.21
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	28.47
23810 - Plumber, Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	27.91
23850 - Rigger	28.23
23870 - Scale Mechanic	24.96
23890 - Sheet-Metal Worker, Maintenance	26.00
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	33.62
23960 - Welder, Combination, Maintenance	24.34
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.91
23980 - Woodworker	21.47
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	13.12
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.23
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	25.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	25.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	16.69
27008 - Corrections Officer	26.12
27010 - Court Security Officer	27.08
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	26.12

27070 - Firefighter	28.10	
27101 - Guard I	16.69	
27102 - Guard II	20.57	
27131 - Police Officer I	30.28	
27132 - Police Officer II	33.66	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.59	
28042 - Carnival Equipment Repairer	14.63	
28043 - Carnival Worker	9.27	
28210 - Gate Attendant/Gate Tender	15.74	
28310 - Lifeguard	11.59	
28350 - Park Attendant (Aide)	17.62	
28510 - Recreation Aide/Health Facility Attendant		12.85
28515 - Recreation Specialist	21.82	
28630 - Sports Official	14.03	
28690 - Swimming Pool Operator	18.21	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	30.78	
29020 - Hatch Tender	30.78	
29030 - Line Handler	30.78	
29041 - Stevedore I	28.36	
29042 - Stevedore II	32.26	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		42.40
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		29.23
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		32.19
30021 - Archeological Technician I	20.19	
30022 - Archeological Technician II	22.60	
30023 - Archeological Technician III	27.98	
30030 - Cartographic Technician	27.98	
30040 - Civil Engineering Technician	26.41	
30051 - Cryogenic Technician I	27.38	
30052 - Cryogenic Technician II	30.24	
30061 - Drafter/CAD Operator I	20.19	
30062 - Drafter/CAD Operator II	22.60	
30063 - Drafter/CAD Operator III	25.19	
30064 - Drafter/CAD Operator IV	31.00	
30081 - Engineering Technician I	22.92	
30082 - Engineering Technician II	25.72	
30083 - Engineering Technician III	28.79	
30084 - Engineering Technician IV	35.64	
30085 - Engineering Technician V	43.61	
30086 - Engineering Technician VI	52.76	
30090 - Environmental Technician	27.93	
30095 - Evidence Control Specialist	24.72	
30210 - Laboratory Technician	25.68	
30221 - Latent Fingerprint Technician I	34.60	
30222 - Latent Fingerprint Technician II	38.22	
30240 - Mathematical Technician	28.94	
30361 - Paralegal/Legal Assistant I	21.36	
30362 - Paralegal/Legal Assistant II	26.47	
30363 - Paralegal/Legal Assistant III	32.36	
30364 - Paralegal/Legal Assistant IV	39.16	
30375 - Petroleum Supply Specialist	30.24	

30390 - Photo-Optics Technician		27.98
30395 - Radiation Control Technician		30.24
30461 - Technical Writer I		26.33
30462 - Technical Writer II		32.20
30463 - Technical Writer III		38.97
30491 - Unexploded Ordnance (UXO) Technician I		26.94
30492 - Unexploded Ordnance (UXO) Technician II		32.60
30493 - Unexploded Ordnance (UXO) Technician III		39.07
30494 - Unexploded (UXO) Safety Escort		26.94
30495 - Unexploded (UXO) Sweep Personnel		26.94
30501 - Weather Forecaster I		27.71
30502 - Weather Forecaster II		33.71
30620 - Weather Observer, Combined Upper Air Or	(see 2)	25.19
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		32.60
31020 - Bus Aide		14.32
31030 - Bus Driver		20.85
31043 - Driver Courier		15.38
31260 - Parking and Lot Attendant		11.90
31290 - Shuttle Bus Driver		16.83
31310 - Taxi Driver		14.23
31361 - Truckdriver, Light		16.83
31362 - Truckdriver, Medium		18.28
31363 - Truckdriver, Heavy		21.38
31364 - Truckdriver, Tractor-Trailer		21.38
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.89
99030 - Cashier		10.85
99050 - Desk Clerk		13.03
99095 - Embalmer		30.69
99130 - Flight Follower		26.94
99251 - Laboratory Animal Caretaker I		13.24
99252 - Laboratory Animal Caretaker II		14.47
99260 - Marketing Analyst		35.01
99310 - Mortician		34.10
99410 - Pest Controller		18.70
99510 - Photofinishing Worker		13.50
99710 - Recycling Laborer		20.25
99711 - Recycling Specialist		24.84
99730 - Refuse Collector		17.96
99810 - Sales Clerk		12.09
99820 - School Crossing Guard		16.38
99830 - Survey Party Chief		26.89
99831 - Surveying Aide		16.71
99832 - Surveying Technician		25.55
99840 - Vending Machine Attendant		15.48
99841 - Vending Machine Repairer		19.67
99842 - Vending Machine Repairer Helper		15.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for

ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).