

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

ISSUED BY: DISTRICT OF COLUMBIA COURTS
CAPITAL PROJECTS AND
FACILITIES MANAGEMENT DIVISION
616 H STREET, N.W., Suite 622
WASHINGTON, D.C. 20001

DATE ISSUED: August 31, 2016

OPENING DATE: _____
OPENING TIME: _____

SOLICITATION NUMBER: CPFMD-16-MAS-0001-MW

CLOSING DATE: September 7, 2016
CLOSING TIME: 3:00 P.M. EST

OFFER/BID FOR: Lifecycle Acquisition Support

MARKET TYPE: FEDERAL SUPPLY
SCHEDULE

TABLE OF CONTENTS

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

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 &</p> <p>Telephone Number:</p>	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature	Date:
	(Seal)	
	Impress Corporate Seal Corporate (Secretary) _____ (Seal) (Attest)	

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 at the mailing address listed on page 1. All communications should be directed by email to Monica Wilkerson, Procurement Attorney Advisor, Capital Projects and Facilities Management Division at monica.wilkerson@dcsc.gov.

This solicitation is a FEDERAL SUPPLY SCHEDULE procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

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.

WALSH-HEALY ACT

If your offer is \$10,000 or more, the following information **MUST** be furnished:

Regular Dealer

- () The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- () The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

- () The Offeror is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
------------------------------	--------------------------

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.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Each signature on the offer is considered to be a certification by the signatory that:

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;

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

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.

Each signature on the offer is considered to be a certification by the signatory that the signatory;

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

(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.

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.

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.

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/COSTS

B.1 BACKGROUND

- B.1.1 The District of Columbia Courts is comprised of the District of Columbia Court of Appeals, the Superior Court of the District of Columbia, and the Court System, which provides administrative support to both Courts.
- B.1.2 The mission of the District of Columbia Courts (DC Courts or DCC) is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the Nation's Capital. The Courts hears and decides cases based on the evidence and the applicable law. There are close to 100 judges in the two Courts as well as 24 magistrate judges and professional staff of 1,200. The DC Courts are funded by the federal government; the Courts' budget request is submitted to the Office of Management and Budget for presidential recommendation and then to the United States Congress.
- B.1.3 The Capital Projects and Facilities Management Division (CPFMD), is a division in the Court System. This division is responsible for capital projects, building operations, and facilities support functions. CPFMD is responsible for planning, developing, implementing, managing and directing capital construction projects; real property and facilities management; and related environmental programs. The division is comprised of the Office of the Director and two branches.
- B.1.3.1 The Director's Office is responsible for providing safe, clean, efficiently managed modern facilities which support the DC Courts delivery of services by directing and administering the modernization for the Courts' facilities.
- B.1.3.2 The Building Operations Branch is responsible for facilities management and maintenance of court-owned, as well as, leased space; lease management; building maintenance and repair including heating, ventilation and air conditioning, mechanical, electrical and plumbing.
- B.1.3.3 The Capital Projects Branch is responsible for budget preparation, planning, implementation, and management of all new construction, expansion, renovation or replacement to the Courts' infrastructure pursuant to the DC Courts Facilities Master Plan and in accordance with ADA requirements.

B.2 OBJECTIVE

The District of Columbia Courts contemplates award of the Lifecycle Acquisition Support Contract (LASC) to support the Capital Projects and Facilities Management Division (CPFMD). Under this contract, the Contractor will provide lifecycle acquisitions and assistance support services to the Office of the Director, the Buildings Operations Branch and the Capital Projects Branch. The services to be provided are specified in Section C – Statement of Work.

B.3 CONTRACT TYPE AND SERVICES

This is a firm fixed hourly rate contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section C at prices consistent with Section B of this contract. The award of this contract is contingent on funding.

B.4 SCHEDULE OF SERVICES

B.4.1 Offeror shall provide in its **Volume II- Price Proposal and Certification Information** prices based on the schedules of services outlined below.

BASE PERIOD

The Contractor will supply the following personnel in performance of this contract. See Section C.3 for minimum qualifications for each deliverable listed in this schedule.

CLIN	DELIVERABLE	QTY	UNIT EST. HOURS	EXTENDED EST. HOURS	HOURLY RATE	TOTAL
0001	PROJECT MANAGER	1	1,920	1,920		\$
0002	SR. CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0003	MID LEVEL CONTRACT SPECIALIST OR EQUIVALENT	3	1,920	5,760		\$
0004	ADMINISTRATIVE ASSISTANT/DOCUMENT MANAGER OR EQUIVALENT	1	1,440	1,440		\$
0005	COST ANALYST	1	960	960		\$
TOTAL						\$

OPTION YEAR I

CLIN	DELIVERABLE	QTY	UNIT EST. HOURS	EXTENDED EST. HOURS	HOURLY RATE	TOTAL
0001	PROJECT MANAGER	1	1,920	1,920		\$
0002	SR. CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0003	MID LEVEL CONTRACT SPECIALIST OR EQUIVALENT	2	1,920	3,840		\$
0004	ADMINSTRATIVE ASSISTANT/DOCUMENT MANAGER OR EQUIVALENT	1	1,440	1,440		\$
0005	COST ANALYST	1	960	960		\$
TOTAL						\$

OPTION YEAR II

CLIN	DELIVERABLE	QTY	UNIT EST. HOURS	EXTENDED EST. HOURS	HOURLY RATE	TOTAL
0001	PROJECT MANAGER	1	960	960		\$
0002	SR. CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0003	MID LEVEL CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0004	ADMINSTRATIVE ASSISTANT/DOCUMENT MANAGER OR EQUIVALENT	1	960	960		\$
0005	COST ANALYST	1	960	960		\$
TOTAL						\$

OPTION YEAR III

CLIN	DELIVERABLE	QTY	UNIT EST. HOURS	EXTENDED EST. HOURS	HOURLY RATE	TOTAL
0001	PROJECT MANAGER	1	960	960		\$
0002	SR. CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0003	MID LEVEL CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0004	ADMINSTRATIVE ASSISTANT/DOCUMENT MANAGER OR EQUIVALENT	1	960	960		\$
0005	COST ANALYST	1	960	960		\$
TOTAL						\$

OPTION YEAR IV

CLIN	DELIVERABLE	QTY	UNIT EST. HOURS	EXTEN-DED EST. HOURS	HOURLY RATE	TOTAL
0001	PROJECT MANAGER	1	960	960		\$
0002	SR. CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0003	MID LEVEL CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0004	ADMINSTRATIVE ASSISTANT/DOCUMENT MANAGER OR EQUIVALENT	1	960	960		\$
0005	COST ANALYST	1	960	960		\$
TOTAL						\$

Subject to the prior written approval of the Contracting Officer (CO), the contractor may adjust the workdays actually employed in the performance of the work by each position specified. The contractor shall attach a copy of the COs concurrence to the final invoice submitted for payment.

END OF SECTION B

PART I – SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 PURPOSE

C.1.1 To provide lifecycle acquisition support services for the District of Columbia Courts, Capital Projects and Facilities Management Division. Services are intended for organizational support for pre- and post-acquisition services including real property leases. There is a need for expert assistance in the area of contract administration support services, including assistance with reviewing contractor performance, developing contract modifications and change orders for construction contracts, investigating reports of contract discrepancies, contract close-out. There will be a need for assisting in acquisition planning and administration, contract support services including: the preparation of market research documents, analyzing and writing requirements, developing source selection documents, terminations, preparing solicitation and other support documentation.

The acquisition support service will include a great emphasis on construction and building operations requirements with some real property administration and Architect and Engineering (A/E) requirements. Services performed shall be in conformance with the DC Courts' Procurement Guidelines and OMB Circular A-123. When applicable, the Federal Acquisition Regulation (FAR), and other appropriate court guidelines and policy shall be utilized for supplemental direction.

C.2 CONTRACTOR DUTIES

C.2.1 CPFMD requires acquisition and assistance support services for all types of contracts including real property leases. Each contracted employee will be assigned to report directly with the Contracting Officer or his designee. While not responsible for final determination or approval, the contracted employees shall participate in the development of solicitations, review of proposals, analysis of costs and recommendation of conditions in accordance with current regulations and policies. These policies may include but are not limited to Federal Acquisition Regulations, District of Columbia Courts Procurement Guidelines and D.C. Courts General Provisions. Contractor personnel shall be capable of and responsible for performing the duties below as required:

C.2.1.1 Statements of Work, Specifications and Requirements Documents- Assist in development and preparation of Statements of Work (SOW), Statements of Objective (SOO), leases and other requirements documents. This effort includes assisting with researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures, providing consultation and recommendations; and coordinating requirements documents.

C.2.1.2 Acquisition Strategy Support- Provide advice and recommendations for all elements in acquisition plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Evaluate different approaches to and sources for acquisition support, and research available suppliers and compare the

services and costs of obtaining support from the different providers. Assist with contract terminations and the settlement of contractor claims and contract disputes.

- C.2.1.3 Independent Government Cost Estimates (IGCE)- Contractor shall provide assistance in preparing IGCEs that includes the research and analysis of past purchases of similar products or services, current market value of the products or services, and other court purchases of similar products and services.
- C.2.1.4 Market Research and Market Surveys- Assist in conducting market research to identify potential sources and contract vehicles; and preparing FedBizOpps and other electronic posting announcements. When conducting market surveys, Contractor shall prepare written documentation of market research and when appropriate business capability analysis and prepare announcements for electronic postings in medians such as FedBizOpps.
- C.2.1.5 Pre-Award Documentation and Source Selection- Assist with the evaluation process by ensuring written documentation to support both informal and formal source selection procedures are in place. If formal source selection procedures are used, Contractor may provide assistance to prepare Source Selection Plans, assist with identification of SSEB members, instruct SSEB members on roles and responsibilities, ensure Conflict of Interest/Nondisclosure Forms are signed, prepare evaluation sheets, prepare draft of Source Selection Decision Memorandum, and other pre- award documents such as Determinations and Findings (D&Fs), Justifications and Approvals (J&As), and other necessary contract file documents.
- C.2.1.6 Solicitations- Prepare Request for Quotes (RFQs), Request for Proposals (RFPs) including two-phased design/build solicitations, and Invitation for Bids (IFBs); and ensure the solicitation includes all appropriate solicitation terms and conditions. Prior to release of solicitation, verify that funds are available and obtain legal concurrence; and then release solicitation by electronic posting, email, or US mail.
- C.2.1.7 Contract Award- Contractor shall work with Contracting Specialist and Contracting Officer (CO) to identify pre-negotiation objectives and when appropriate assist with discussions with Offerors. The contracted employee may also serve as SSEB coordinator for all solicitations having the primary responsibility to ensure that all requisite materials are available for the SSEB panelists. Contractor shall prepare final contract award documents for task and delivery orders and stand-alone contracts; establish contract file (hard-copy and electronic); and distribute contract documents to appropriate parties.
- C.2.1.8 Post-award Support- Prepare appropriate documentation for contract modifications, including the exercise of options and construction change orders; assist with the monitoring of contractor performance, including schedules (cost escalations) and milestone and compliance with terms of the contract. Contractor shall ensure that all change orders comply with DC Courts' Procurement Guidelines and OMB Circular A-123; and are well documented in the contract file. Contractor may assist with contract funding status management. Upon CO approval, the contracted employee may be required to notify all successful and non-successful applicants/offerors of their

application/proposal status. The contracted employee shall facilitate a debriefing to unsuccessful applicants/offerors if requested.

- C.2.1.9 Cost Analysis - Performs price, cost, and financial analysis in a procurement or contract administration office. Assignments typically involve a variety of proposals including those that have little pricing precedent or prior experience, with some being further complicated by complex interdivisional relationships within the corporation. Examples include: (1) initial production runs of major items including systems and major components which have long-term contract performance of more than two years; (2) research and development projects from initial studies through prototype development to initial production; and/or (3) price redeterminations, contract changes, and contract termination settlements involving similar items.
- C.2.1.10 Policy Support- Assist in the development of policy initiatives; provide expert advice on acquisition policy; and assist with the development of CPFMD business processes relative to ensuring compliance with DC Courts' Procurement Guidelines and OMB Circular A-123.
- C.2.1.11 Administrative Support – Provide clerical and administrative support position in the immediate organizational unit in or for which the persons assisted have responsibility, by carrying out and coordinating all the clerical and day-to-day administrative support activities which are typically required to accomplish the work of the organization. The nature and variety of the activities depend on the needs of the organization served.

C.3 FUNCTIONAL CATEGORIES

- C.3.1 The Contractor shall furnish the full range of solutions and services necessary to meet requirements of this contract as related to the functional categories, education and work experience requirements as described in this section. All solutions and services must meet the Courts' policies, standards, and procedures as identified by this contract.
- C.3.2 All positions must be in alignment with the functional categories as defined below. All contractor personnel will be required to submit to a background security check.

Project Manager Qualifications

- Baccalaureate degree OR at least 24 semester hours among these disciplines: accounting, law, business, economics, finance, contracts, purchasing, economics, industrial management, marketing, quantitative methods, or organization and management.
- A minimum of 10 years of substantive and professional experience managing organizational functions of an organizational program that includes reviewing and analyzing program operations, developing program budgets, and planning the effective use of available resources including human resources.

- A minimum of 5 to 7 years of experience maintaining continuous reviews on the status and progress of projects; and providing management with reports with specific recommendations concerning program areas.
- Experience with directing, coordinating and managing activities of a project in the areas of pre-project planning, scheduling, project execution and project close-out; and presenting information in order to convey project status and understanding of contract requirements.
- Experience shall demonstrate knowledge of analyzing policies and procedures; providing strategic advice on improving business processes and procedures; and, the ability to effectively communicate orally and in writing.
- Experience that demonstrates ability to assist project team with contract negotiation skills and making formal presentations.
- Experience evaluating project activities in terms of operations, organization, workflow and overall effectiveness; and implementing changes to meet project objectives
- Demonstrated experience collaborating with multiple entities to agree on priorities; meet schedule milestones and targeted due dates; and execute processes to improve project success.
- Experience providing leadership in determining and executing organizational standards and project management controls.
- Must be able to work in a highly demanding environment and capable of handling tasks with varying deadlines.
- Must have good teamwork and interpersonal skills.
- Must be able to communicate complex and difficult policy and programmatic issues in a manner understandable by knowledgeable laypersons without oversimplifying.
- Must be able to maintain and adhere to high standards of professional conduct.
- Skill to manage and coordinate activities sufficient to contract a variety of actions concurrently is essential.
- Proficient in MS Office (Word, Outlook, PowerPoint, EXCEL and Visio).
- The ability to plan, organize, and manage complex negotiations in a meeting is very important.

- Proven ability to train/transfer knowledge regarding contracting rules, regulations, procedures, proposal evaluation, contract creation, and monitoring.
- Fluency in both spoken and written English is required.
- Demonstrated ability to write and edit complex letters, emails, and memorandums.
- A sound ability to process information from a wide variety of sources into cohesive, polished documents is highly desirable.

Senior Contract Specialist Qualifications

- Baccalaureate degree OR at least 24 semester hours among these disciplines: accounting, law, business, finance, contracts, purchasing, economics, industrial management, marketing, quantitative methods, or organization and management.
- A minimum of 10 years of substantive and professional contracting or procurement experience. This experience may include both acquisition and assistance.
- A minimum of 5 to 7 years of construction contract experience
- Experience must include the full range of contracting responsibilities, including: statement of work writing, particularly for construction requirements; acquisition and assistance award execution, administration, termination, cost and price analysis; procurement planning, and analysis and evaluation of proposals; negotiation of changes; execution of options; investigation and resolution of contractor delays; contractor performance appraisal; subcontractor surveillance; and, disposition of claims.
- Experience shall demonstrate knowledge of contracting laws, regulations, policies, and procedures; the ability to lead others; knowledge of cost principles; knowledge of cost plus/award fee and performance based contracting procedures; and, the ability to effectively communicate orally and in writing.
- Experience that demonstrates pre-award negotiation skills and demonstrated experience in making formal presentations is required.
- Knowledge of procurement regulations and contracting principles including the latest acquisition procedures is required.
- An understanding of U.S. Government procurement rules and regulations is imperative.
- Knowledge of the Federal Acquisition Regulations (FAR) and the ability to work with the regulatory context of the FAR.

- Knowledge of Appropriations Law and the Anti-deficiency Act
- Advanced knowledge and understanding of construction terms and documents; with a minimum of 1 to 3 years hands on construction contract experience
- Must be able to work in a highly demanding environment and capable of handling tasks with varying deadlines.
- Must have good teamwork and interpersonal skills.
- Must be able to communicate complex and difficult policy and programmatic issues in a manner understandable by knowledgeable laypersons without oversimplifying.
- Must be able to maintain and adhere to high standards of professional conduct.
- Skill to manage and coordinate activities sufficient to contract a variety of actions concurrently is essential.
- Proficient in MS Office (Word, Outlook, PowerPoint, EXCEL and Visio).
- The ability to plan, organize, and manage complex negotiations in a meeting is very important.
- Proven ability to train/transfer knowledge regarding contracting rules, regulations, procedures, proposal evaluation, contract creation, and monitoring.
- Fluency in both spoken and written English is required.
- Demonstrated ability to write and edit complex letters, emails, and memorandums.
- A sound ability to process information from a wide variety of sources into cohesive, polished documents is highly desirable.

**Mid-Level Contract Specialist
Qualifications**

- Baccalaureate degree OR at least 24 semester hours among these disciplines: accounting, law, business, finance, contracts, purchasing, economics, industrial management, marketing, quantitative methods, or organization and management.
- A minimum of 6 years of substantive and professional contracting or procurement experience. This experience may include both acquisition and assistance.
- Experience must include the full range of contracting responsibilities, including: statement of work writing, particularly for construction requirements acquisition and assistance award execution, administration, termination, cost and price analysis;

procurement planning, and analysis and evaluation of proposals; negotiation of changes; execution of options; investigation and resolution of contractor delays; contractor performance appraisal; subcontractor surveillance; and, disposition of claims.

- Experience shall demonstrate knowledge of contracting laws, regulations, policies, and procedures; the ability to lead others; knowledge of cost principles; knowledge of cost plus/award fee and performance based contracting procedures; and, the ability to effectively communicate orally and in writing.
- Experience that demonstrates pre-award negotiation skills and demonstrated experience in making formal presentations is required.
- Knowledge of procurement regulations and contracting principles including the latest acquisition procedures is required.
- An understanding of U.S. Government procurement rules and regulations is imperative.
- Knowledge of the Federal Acquisition Regulations (FAR) and the ability to work with the regulatory context of the FAR.
- Must be able to work in a highly demanding environment and capable of handling tasks with varying deadlines.
- Strong Organization Skills and Attention to details.
- Must have good teamwork and interpersonal skills.
- Must be able to communicate complex and difficult policy and programmatic issues in a manner understandable by knowledgeable laypersons without oversimplifying.
- Must be able to maintain and adhere to high standards of professional conduct.
- Skill to manage and coordinate activities sufficient to contract a variety of actions concurrently is essential.
- Versatility in the use of computers, especially Word and EXCEL is a must.
- The ability to plan, organize, and manages complex negotiations and a meeting is very important.
- Proven ability to train/transfer knowledge regarding contracting rules, regulations, procedures, proposal evaluation, contract creation, and monitoring.
- Fluency in both spoken and written English is required.
- Demonstrated ability to write and edit complex letters, emails, and memorandums.

- A sound ability to process information from a wide variety of sources into cohesive, polished documents is highly desirable.

Senior Cost Analyst

- Baccalaureate degree in business, economics, engineering or related field. Post graduated degree such as a MBA or MPA are a plus but not required.
- 10 or more years of professional experience in cost analysis or combination of similar disciplines of contracting
- Responsible for reporting status of cost analysts/estimating activities to the Program Manager.
- Must be knowledgeable of Life Cycle Cost Estimating, Cost Benefit Analysis, Cost Effectiveness Analysis and Business Case Analysis.
- May also have knowledge of cost estimating tools

Administrative Assistant

The individual in this position shall at a minimum have the ability to and be responsible for duties to include following:

- Strong organizational skills and attention to detail
- Excellent written and verbal communication
- Proficient in MS Word and Excel
- Reviewing outgoing correspondence, reports, etc., for format, grammar, and punctuation, and removing typographical errors;
- Filing material and maintaining office filing systems;
- Designing and organizing filing systems; and
- Organizing the flow of clerical processes in the office and in subordinate offices.

Work assigned to the Administrative Assistant may range from very routine and procedural duties, such as providing receptionist, phone, and typing services, to very responsible work, such as developing information for use in large, complex, procurements and critical conferences. Assistance may be required in file documentation and contract close-out.

C.4 CONTRACTOR EMPLOYEES

Contractor personnel shall present a neat, professional appearance and be easily recognized as contractor employees by wearing a security identification badges at all times while on Government premises. When Contractor personnel attend meetings, answer telephones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are government employees.

C.5 TRAVEL

There is no travel associated with this contract.

END OF SECTION C

PART I – SECTION D
SECTION D - BRANDING AND MARKING

FOR THIS CONTRACT, THERE ARE NO CLAUSES IN THIS SECTION

END OF SECTION D

SECTION E - INSPECTION OF SERVICES

E.1 Inspection of Services

- (a) "Services" as used in this clause includes (1) project coordination activities; (2) documentation development; (3) system design and development; and (4) the training of Courts end users.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform system and integration tests, while unit testing and user acceptance testing remains the responsibility of the Contractor.
- (d) If any of the services do not conform to the contract requirements, the Courts 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 Courts 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.
- (e) 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 Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

END OF SECTION E

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

F.1.1 The term of the contract shall be for one (1) year from date of award.

F.2 Option To Extend The Term Of The Contract

F.2.1 Option Period:

The Courts may extend the term of this contract for an additional four (4) one (1) year period or, or a fraction, or multiple fractions thereof.

F.2.2 Option to Extend the Term of the Contract:

The Courts may extend the term of this contract for four (4) one (1) year period, 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 Contractor may waive the thirty (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 total duration of this contract including the exercise of any options under this clause, **shall not exceed** five (5) years.

F.3 Deliverables:

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 deliverables specified in **Section C - DESCRIPTION/ SPECIFICATIONS/STATEMENT OF WORK** within the designated time frames (unless otherwise agreed upon by the Courts):

CLIN	DELIVERABLE	QTY	UNIT EST. HOURS	EXTEN-DED EST. HOURS	HOURLY RATE	TOTAL
0001	PROJECT MANAGER	1	1,920	1,920		\$
0002	SR. CONTRACT SPECIALIST OR EQUIVALENT	1	1,920	1,920		\$
0003	MID LEVEL CONTRACT SPECIALIST OR EQUIVALENT	3	1,920	5,760		\$
0004	ADMINISTRATIVE ASSISTANT/DOCUMENT MANAGER OR EQUIVALENT	1	1,440	1,440		\$
0005	COST ANALYST	1	960	960		\$
TOTAL						\$

F.3 PLACE OF PERFORMANCE

All work shall be performed at the DCC's Washington, DC offices and jobsites. DCC will provide all business-related facilities, supplies and services necessary to accomplish this task when the contractor is working at the site or in government facilities.

F.4 AUTHORIZED WORK DAY/WEEK

Work will be performed 40 hours per week during normal business hours, Monday through Friday, excluding Federal holidays. Start time is between 8:00 AM – 9:00 AM. End time is between 5:00 PM – 6:00 PM. Thirty (30) min – 1 Hour lunch, between 11:30 AM and 2:00 PM. The work is primarily sedentary, although some walking, bending, or carrying of light items may be involved. Any work outside these hours must be approved by the Contracting Officer.

F.5 STANDARD OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not use Government resources except as authorized by the Government.

F.6 PROGRESS REPORTS AND DELIVERABLES

F.6.1 The contractor shall hold and attend meetings with the CO, the COTR or his/her designee to discuss procurement actions during the period of performance for this contract as requested by the Contracting Officer or his designee.

F.6.2 Performance Management Plan (PMP) - The Contractor shall develop and maintain throughout the contract, a Performance Management Plan (PMP). Once approved by the COTR for the resultant contract, the PMP shall be used as a foundation for technical direction, resources management planning and the method of assuring quality performance during this contract. The PMP shall include, but not be limited to, the following information:

1. Planned initiatives and key events; and
2. 2. Staffing Plan and management.

F.6.2.1 The Performance Management Plan shall be submitted for approval to the COTR no later than 30 days after contract award.

F.6.2.2 Status Reports- The Contractor shall provide a Monthly Status Report (MSR) focusing on contractual items, performance, personnel, schedules, and recap of all problems, issues, concerns, and actions taken over the report period. The format of the MSRs shall include:

1. Overall status of services and capabilities;
2. Schedule for new activities;

3. Existing and potential problem areas and proposed resolution and timelines; and
4. Proposed recommendations for improvements or enhancements to service, capabilities, and management procedures, as appropriate.

F.6.3 During any delay in furnishing a progress report required under this Contract, the Contracting Officer may withhold payment in an amount not to exceed \$25,000 or 5 percent of the amount of this Contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

F.6.4 All reports and deliverable shall be in English language, unless otherwise specified by the COTR.

F.7 WORK SETTING

At District of Columbia Courts in Washington, DC, at the Gallery Place location at 616 H Street, NW, Room 622, Washington, DC 20001. The work described herein is primarily sedentary, performed in an office setting. The work environment involves everyday risks or discomforts that require normal safety precautions typical of such places as conference rooms or office spaces. There are no unusual physical demands.

END OF SECTION F

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Invoice Payment

- G.1.1 The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The Courts will pay the Contractor on or before the 30th day after receipt and approval of invoices.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractor shall submit invoices on a monthly basis to the Budget and Finance Division. Invoices shall be prepared in duplicate and submitted to the Budget and Finance Division with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified herein. The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment or in the case of a dispute, subject to final determination by the Contracting Officer. The address of the Budget and Finance is:

Name: Budget and Finance Division
District of Columbia Courts
616 H Street, NW
6th Floor, Suite 600
Washington, DC 20001

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- a. Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
 - b. The contract number, contract (purchase) order number and invoice number;
 - c. Description of products actually delivered or rendered and quantity and price;
 - d. Date the products were delivered/rendered;
 - e. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;

- f. Name, title, phone number and mailing address of person (if different from the person identified in e above to be notified in the event of a defective invoice; and
 - g. Signature of a person authorized to certify that the products were provided as stated.
- G.2.3 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.
- G.2.4 In addition, the Contractor shall complete **Attachment J.9 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**
- G.3 **Audits:**
- G.3.1 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 will be reimbursed for said overpayment within thirty (30) days after written notification.
- G.4 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**
- G.4.1 **Contracting Officer.** The District of Columbia Superior Court 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:
- Dr. Cheryl Bailey
 CPFMD Contracting Officer
 Capital Projects and Facilities Management Division
 District of Columbia Courts
 616 H Street, N.W., Rm. 622
 Washington, D.C. 20001
- G.4.2 **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. Monica Wilkerson
 Procurement and Contracts Attorney Advisor
 Capital Project and Facilities Management Division
 616 H Street, N.W., R. 622
 Washington, D.C. 20001
 202-879-7576
 monica.wilkerson@dcsc.gov

G.5 Authorized Representative of the Contracting Officer.

G.5.1 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.5.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACT ADMINISTRATOR 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.**

END OF SECTION G

SECTION H - SPECIAL CONTRACT 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 Publicity

The Contractor shall at all times obtain the prior written approval from the CO 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.

H.3 Disclosure of Information

- H.3.1 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.3.2 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.3.3 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.3.4 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.4 Security Requirements

H.4.1 **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 Courts' Responsibilities

H.5.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.

H.5.2 The Courts' staff will provide the necessary level of access to the Courts' systems.

H.6 Contractor Project Staff

H.6.1 The Contractor shall not change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

The Courts may conduct reference checks and background checks (See H.4)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

END OF CLAUSE

END OF SECTION H

PART II

SECTION I - CONTRACT CLAUSES

I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts:

I.1.1 The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

I.2 Restriction On Disclosure and Use of Data:

I.2.1 Bidders who include in their bids 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 bid.

I.3 Ethics in Public Contracting:

I.3.1 The Bidder shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The bidder shall abide by such provisions in submission of its bid and performance of any contract awarded. See Attachment J.3.

I.4 Disputes:

I.4.1 Any dispute arising under or out of this contract is subject to the provisions of the Court's "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

I.5 Laws and Regulations:

I.5.1 All applicable laws, Courts rules and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same though herein written out in full.

I.6 Non-Discrimination:

I.6.1 The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 1-2512 (1981 ed.) 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:

I.7.1 The Contracting Officer, the Inspector General or any of its 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:

I.8.1 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 Subcontracts

I.9.1 None of the Contractor's work or services hereunder may be subcontracted by the Contractor 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 to the 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.

I.10 Protest

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

I.10.1.1 Executive Office of the District of Columbia Courts
District of Columbia Superior Court
500 Indiana Avenue, N.W.
Washington, D.C. 20001

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 Solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

I.11 Insurance

- I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **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 must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**
- I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.
- I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
- I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended. Coverage shall be at least \$200,000.00 per person, \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

I.12 Cancellation Ceiling

- I.12.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2016, there shall be a cancellation ceiling of zero dollars representing reasonable reproduction and non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.13 Governing Law

- I.13.1 This contract, and any disputes arising out of or related to this contract, shall be Governed by, and construed in accordance with, the laws of the District of Columbia.

END OF SECTION I

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 District of Columbia Courts Release of Claims**

END OF SECTION J

PART IV

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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 a bidder/contractor that has no more than one employee including the bidder/contractor.

K.1.2 By submission of its bid, the bidder, if other than an individual who is making a bid that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the bidder 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.1.2.2 (ii) - of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 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 bid, the bidder, if an individual who is making a bid of any dollar value, certifies and agrees that the bidder 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 bidder to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the bidder 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

Signature of Authorized
Representative

END OF SECTION K

SECTION L – INSTRUCTIONS TO OFFERORS

L.1 METHOD OF AWARD

L.1.1 The Courts intend to award a single contract resulting from this solicitation to the responsible Offeror whose offer meets the requirements set forth in this solicitation and is in the best interest of the District of Columbia Courts, cost or price, technical and other factors, specified elsewhere in this solicitation considered

L.1.2 Initial Offers

The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Credentials/Resumes". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number: CPFMD-2016-MAS-0001-MW

Caption: "Lifecycle Acquisition Support"

Proposal Due Date & Time: September 7, 2016, 3:00 PM EST

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C of this solicitation.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

L.3.1.1 Proposals must be submitted no later than **3:00 PM, EST, September 7, 2016**. Proposals, modifications to proposals, or requests for withdrawals 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:

- (i) The proposal or modification was sent by registered or certified mail not later than the third (3rd) day before the date specified for receipt of offers;
- (ii) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or
- (iii) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

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 request for 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 on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 Explanation to Prospective Offerors

- L.4.1 If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to Monica Wilkerson, Procurement and Contracts Attorney Advisor at monica.wilkerson@dcsc.gov. The prospective Offeror shall submit questions no later than **September 2, 2016, 12 noon, EST** for this solicitation. The Courts will not consider any questions received after this date. The Courts will furnish responses promptly to all prospective Offerors. An amendment to the

solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by Courts officials before the award of the contract will not be binding.

L.5 Failure to Submit Offers

L.5.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, identified on section G.7, by letter or postcard indicating whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 Restriction on Disclosure and Use of Data

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall mark the title page with the following legend:

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

L.6.2.1 **“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”**

L.7 Proposals with Option Years

L.7.1 Offerors shall include prices **for each option** in Section B of this solicitation.

L.8 Proposal Protests

L.8.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

**Capital Projects and Facilities Management Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001**

L.8.2 A protest shall include the following:

L.8.2.1 Name, address and telephone number of the protester;

L.8.2.2 Solicitation or contract number;

L.8.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

L.8.2.4 Request for a ruling by the Contracting Officer; and

L.8.2.5 Statement as to the form of relief requested.

L.9 **Signing of Offers**

L.9.1 The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. 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.10 **Unnecessarily Elaborate Proposals**

L.10.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 **Retention of Proposals**

All proposal documents will be the property of the Courts and retained by the Courts, and therefore will not be returned to the Offerors.

L.12 **Proposal Costs**

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.13 **Certificates of Insurance**

L.13.1 Prior to execution of the contract, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.14 to:

Dr. Cheryl Bailey
CPFMD Contracting Officer
Capital Projects and Facilities Management Division
District of Columbia Courts
616 H Street, N.W., Rm. 622
Washington, D.C. 20001

L.14 **Acknowledgment of Amendments.** The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in

Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.15 Best and Final Offers

L.15.1 If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Courts' best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.16 Familiarization with Conditions

L.16.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17 Offerors may submit Proposals either by postal mail or by hand delivery/courier services.

L.17.1 Offerors submitting their proposals by postal mail must mail their proposals to the following address:

**District of Columbia Courts
Capital Project and Facilities Management Division
Attn: Monica Wilkerson, Procurement and Contracts Attorney Advisor
616 H Street, N.W., Room 622
Washington, D.C. 20001
monica.wilkerson@dcsc.gov**

L.17.2 Offerors submitting their proposals by Hand Delivery/Courier services must hand deliver their proposals to the following address:

**District of Columbia Courts
Capital Project and Facilities Management Division
Attn: Monica Wilkerson, Procurement and Contracts Attorney Advisor
701 7th Street, N.W., Room 622**

Washington, D.C. 20001
monica.wilkerson@dcsc.gov

L.18 Technical Proposal

L.18.1 Volume I – This volume shall be comprised of the following tabs:

Tab A – Technical Approach and Understanding of the Courts’ Requirements

Tab B – Contractor’s Relevant Experience

Tab C – Staffing Plan

Tab D – Resource Allocation

Tab E – Key Personnel with Resumes

L.19 Price Proposal and Certification Information

L.19.1 Volume II - This Volume shall be comprised of the following tabs:

Tab A – Contractor’s Price Proposal based on schedule of services outlined in Section B.4 of this solicitation

Tab B – Offerors shall complete and return with their proposal the Representations, Certifications and Acknowledgments (Page 2-5) and Anti-Collusion Statement (Attachment J.2), Ethics in Public Contracting (Attachment J.3), Non-Discrimination (Attachment J.4), Certification of Eligibility (Attachment J.5), Tax Certification Affidavit (Attachment J.6), Certification Regarding A Drug-Free Workplace (Attachment J.7) , District of Columbia Courts Release of Claims (Attachment J.8)

Tab C - Other Considerations

L.19.1.1 Disclosure details of any legal action or litigation past or pending against the Offeror.

L.19.1.2 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.

L.20 Acceptance Period

L.20.1 The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it’s a Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

SECTION M – EVALUATION FACTORS

M.1 Prospective Contractor's Responsibility

- M.1.1 In order to receive an award under this solicitation, 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.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.1.1.3 A satisfactory record of performance;
 - M.1.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.1.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.1.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.1.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.1.2 The Courts reserve 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 a 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 Courts' 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 non-responsible.

M.2 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal addresses all services to be provided as stipulated in Section C and represents the best value to the Courts. The evaluations factors are listed below in descending order of importance. 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.

M.3 Evaluation Criteria

M.3.1 Technical Proposal Evaluation

<u>Criteria</u>	<u>Point Allocation</u>
Corporate Experience	10 Points
Experience of Key Personnel	30 Points
Technical Approach and Understanding of Requirements	20 Points
Staffing Plan and Resource Allocation	10 Points

M.3.2 Price Proposal Evaluation 30 Points

Pricing evaluation will account for up to 30 points of the total score. The Offeror with the lowest complete total price will receive the maximum points. All other proposals will receive a proportionately lower total score.

M.3.2 Total Points – 100 Points Maximum

M.4 Evaluation of Option Years

M.4.1 Options year prices will be taken into consideration.

M.6 Evaluation of Prompt Payment Discount

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the Courts if payment is made within the discount period specified by the Offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the Courts, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Courts check.

END OF SECTION M

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

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

**ATTACHMENT J.1.
D.C. COURTS GENERAL CONTRACT PROVISIONS**

(APRIL 2007)

1.	Definitions.....	2
2.	Changes.....	2
3.	Transfers.....	2
4.	Waiver.....	2
5.	Indemnification.....	2
6.	Patents and Copyrights.....	2
7.	Covenant Against Contingent Fees.....	4
8.	Quality.....	4
9.	Health And Safety Standards.....	4
10.	Inspection Of Supplies.....	4
11.	Inspection Of Services.....	7
12.	Payment.....	7
13.	Taxes.....	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.	Security.....	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.	Walsh-Healey Public Contracts Act.....	23
29.	Governing Law.....	23
30.	Multiyear Contract.....	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.

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

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 State 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:

(a) I have complied with the applicable tax law filings and licensing requirements of the District of Columbia.

(b) 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.

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 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.

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

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

B. By submission of its bid/offer, the bidder/offeree, 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/offeree 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 statute 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: _____

DISTRICT OF COLUMBIA COURTS

RELEASE OF CLAIMS

The undersigned Contractor, pursuant to the term of Contract No. between the District of Columbia Courts herein referred to as the "Courts" and

_____ herein
(Name of Contractor)

referred to as the "Contractor" for (type of service):

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:

\$ _____.

2. The Contractor further certified that in addition to the amount set forth in paragraph 1 above, there are outstanding and unsettled the following items which the Contractor claims are just and due and owing by the Courts to the Contractor:

- (a) _____
- (b) _____
- (c) _____
- (d) _____

(Itemize claims and amounts due. If none, so state)

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 and sealed this instrument this _____ day of _____, 20_____.

WITNESS:

CONTRACTOR:

(Signature)

_____(Seal)
(Print of Type)

(Signature)

(Address)

(Official Title)
