

CONTRACTING OFFICER THE DISTRICT OF COLUMBIA COURTS		REQUEST FOR QUOTATION (This Is Not An Order) Page 1 of 1	
		ADDRESS REPLY: reginald.ramdat@dsc.gov 616 H Street, N.W.; Suite 612, Washington, D.C. 20001 Please Contact: Maribel Torres Telephone No.: 202-879-2865 Facsimile No. : 202-879-2835 → Your Quotation Must Be Received at the Above Address Not Later Than July 11, 2016, by 1:00 p.m., EST	
		DELIVER, ALL CHARGES PREPAID, TO: D.C. Superior Court	
REQUISITION REFERENCE DCSC-16-RQ-0055 - Pre and Post-Adjudicated Screening Services for Youth			
NOTE: YOUR BID MUST BE INCLUSIVE OF DELIVERY COST DC COURTS IS TAX EXEMPT.			
ITEM NO. Articles or Services (Also District or Federal Stock No. If Any)			
The D. C. Courts are soliciting resumes, and supplemental information from qualified applicants to provide Pre and Post-Adjudicated Screening Services for Youth entering the District of Columbia’s Juvenile Justice System under the supervision of CSSD staff. <u>The Courts anticipate making multiple contract awards.</u> The work to be performed shall be in accordance with Attachment 1 – Statement of Work (SOW) & Instructions. The response must include a cover letter (limited to two (2) pages), a resume or curriculum vitae, any and all relevant licensing credentials specific to the field of mental and behavioral health, a minimum of three (3) references, of which at least two (2) must be professional references.			
		SUBMITTED BY _____ (Signature of Person Authorized to Sign) TITLE _____ DATE _____	

ATTACHMENT 1**STATEMENT OF WORK & INSTRUCTIONS
FOR
INITIAL DIAGNOSTIC INTAKE SCREENING & SUPPORT
SERVICES TO COURT SOCIAL SERVICES DIVISION (CSSD)****SECTION A:****A.1 INTRODUCTION:**

This Statement of Work (SOW) is issued by the District of Columbia (D.C.) Courts, Superior Court, Family Court Social Services Division - CSSD. The CSSD has identified a need for at least two (2) qualified Independent Contractors to provide pre and post-adjudicated Screening Services for youth entering the District of Columbia's juvenile justice system under the supervision of CSSD staff. An immediate need has been identified to ensure that all youth entering the District's juvenile justice system are identified and administered selected tools utilized by the CSSD to determine the need for, and extent of behavioral services and supports needed. The contract period shall be for one (1) year from the date of contract award. Selected Contractors will also be required to provide forty (40) hours of service delivery per week under this solicitation.

A.2 BACKGROUND:

The Superior Court of the District of Columbia, Court Social Services Division (CSSD) serves as the pre and post disposition juvenile probation agency for the Nation's Capitol. CSSD is responsible for serving and supervising all juveniles remaining under the jurisdiction of the Family Court, frequently referred to as the "front end" of the City's juvenile justice system. Those juveniles include: 1.) All newly arrested youth entering the Court system in juvenile delinquency cases; 2.) Persons in Need of Supervision - PINS cases (e.g., youth referred for truancy and/or youth referred for habitual running away); and 3.) Juveniles court-ordered to post-disposition probation case management, services coordination, and/or supervision/monitoring. The mission of CSSD is to assist in the rehabilitation of youth through the provision of comprehensive intervention services and probation supervision while enhancing public safety to prevent recidivism and protect the community. CSSD is responsible for all youth involved in DC's juvenile justice system who are not committed to the Department of Youth Rehabilitation Services (DYRS); that is those who are awaiting trial and those on probation.

The Court Social Services Division focuses on the strengths, challenges and identified needs of each individual youth within the context of the family. To ensure public safety and address the developmental needs of District youth under probation supervision, the CSSD enhances its therapeutic services delivery, supervision, and interventions with objectively based and culturally grounded innovations. To achieve these objectives, CSSD must identify the self-reported and also attempt to access the unacknowledged mental and behavioral health needs of every youth entering the City's juvenile system. The CSSD Intake services operate 24 hours per day, 365 days per year. Critical screening and identification must be staffed and orchestrated in a manner that covers all youth. Contingent upon the outcome of the screening assessment(s), youth may be

eligible for a variety of therapeutic, diversion and intervention programming. The goals of the CSSD Screening program include:

1. Administering screening assessments to each youth entering the system;
2. Scoring and analyzing all screening tools;
3. Identifying and referring youth to appropriate intervention;
4. Determining validity, reliability, and cultural relevance for DC youth entering the justice system; and
5. Using outcome data to inform programming needs as well as strengthening existing interventions.

Currently, the Court Social Services Division - CSSD is responsible for augmenting traditional intake methods through adjunct tools under the supervision of its Child Guidance Clinic - CGC, the behavioral health diagnostic assessment and clinical research branch of the Division. At this time, the Conners Behavioral Rating Scale (CBRS or Conners) is used to identify youth who may be eligible for the Court's Juvenile Behavioral Diversion Program (JBDP). JBDP is the juvenile mental health program, a Therapeutic Specialty Court operated for adolescents in conjunction with the DC Department of Behavioral Health (DBH) offering youth with select emotionally-based concerns tailored treatment and the opportunity to have their legal case dismissed (pre-plea or pre-adjudication), or significantly reduced during or subsequent to disposition sentencing. Youth and their families will continue to have access to a robust array of mental health services even after the court case is closed. Youth who do not have resultant scores that rise to an established level, or meet the criteria for JBDP will still have their identified concerns forwarded by screening staff to the probation officer (PO) of record for appropriate services and interventions.

SECTION B:

B.1 PERIOD OF PERFORMANCE:

The term of the contract shall be for one year from the date of contract award. The date of contract award shall be the date the Contracting Officer signs the contract document. The anticipated start date is August 1, 2016.

B.1.1 OPTION PERIOD:

The Courts may extend the term of this contract for four (4) one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. **If the Courts exercise its option to extend the contract, Contractor shall be compensated at the same rate specified in the contract.** The preliminary notice does not commit the Courts to an extension. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period.

However, the availability of funds does not obligate the Courts to exercise this option year.

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

B.2 MINIMUM QUALIFICATIONS AND EXPERIENCE:

Contractors selected for this solicitation shall have an undergraduate degree and/or a master's degree, or currently pursuing an advanced level graduate degree in the field of psychology, counseling, social work or similarly related curricula. The response must include any and all relevant licensing credentials specific to the field of mental and behavioral health. Experience with the juvenile population is preferable.

B.3 SALARY/RATE:

Compensation shall be based on the following:

Bachelorette Degree	\$25,711 Annual	\$12.36 Per Hour	40 Hours Per Week
Masters Degree	\$30,761 Annual	\$14.78 Per Hour	40 Hours Per Week

SECTION C:

C.1 EACH CONTRACTOR SHALL PROVIDE AND PARTICIPATE IN THE SERVICES AND DELIVERABLE(S) AS FOLLOWS:

C.1.1 Orientation to Superior Court, CSSD and Intake Branch

The Contractor shall participate in orientation to the DC Courts as provided by the Human Resource Division. Furthermore, the Contractor shall participate in orientation training as provided by the Court Social Services Division, which may include any one or more of the following: CSSD orientation, Intake branch orientation and CGC orientation. These trainings will familiarize the Contractor with policies and procedures, business as well as clinical practices within the CSSD, Court and juvenile justice/child welfare system(s).

C.1.2 Orientation to Child Guidance Clinic - CGC and its Research Unit

As provided by the Child Guidance Clinic - CGC (Chief Psychologist, Michael E. Barnes, PhD) and its Clinical Research (supervisor, Malcolm H. Woodland, PhD), the Contractor shall participate in orientations to the clinical and forensic functions of the Clinic, organizational responsibilities, and points of authority. Likewise, the Contractor shall take part in the purpose and function of the research laboratory and the Contractor's contribution to its ongoing mission.

C.1.3 Orientation of the Juvenile Behavioral Diversion Program – JBDP

The CGC, in conjunction with the DC Department of Behavioral Health (DBH) will take the lead responsibility for providing training regarding the mission and daily functions of the JBDP. This will include, but not be limited to the Administrative Authority/Order, JBDP Manual, JBDP Suitability Committee and Confidentiality Agreement, stakeholders such as the DC Office of the Attorney General, and selected Core Service Agencies.

C.1.4 Training on Current Screening Tools and Procedures

While there are screening instruments currently in use, there may be modifications or changes based on ongoing outcome research findings provided by the CGC Research Lab. The Contractor will be trained in the use of the Conners Behavioral Rating Scale (CBRS -various versions). As evolving tools and screeners are developed or selected, the Contractor will be trained and expected to transition or add to existing screening instruments including scoring, analysis, reporting and follow-up with appropriate probation staff.

C.1.5 Provision of Screening Services

On an agreed upon and designated work schedule, the Contractor shall administer selected screening tools to every identified juvenile. If a juvenile is not available during the Contractor's screening schedule, provisions must be made to secure a screening administration at a later time, which shall be prior to the date of first Court hearing following the New Referral hearing in John Marshall-15. The Contractor shall implement pre-arranged emergency contact and/or on-the-spot intervention for youth in imminent danger of suicide, homicide, or other life or additional threatening mental/behavioral health circumstances.

C.1.6 Data Analysis and Case Reviews

Upon completion of each workday schedule, the Contractor shall examine the administration and interview for immediate attention. Otherwise, the Contractor shall gather and score all screenings administered on a weekly basis in preparation for case review and supervision. This preparation will include gathering additional information from CourtView and/or other existing Court records and/or contacts. At this time, case reviews are typically held on Tuesdays at 2:00pm in the office of the Chief Psychologist. Case reviews will be supervised by Region II Program Manager, Shelia Roberson-Adams and/or Michael E. Barnes, Chief Psychologist. Data analysis and case reviews are critical to the monitoring and timely referrals for needed services. Thus, excessive and unscheduled absences are not conducive to the scope of this contract.

C.1.7 Post-Assessment Follow-Up

In accordance to the CGC's Clinical Research protocols and mission for enhanced screenings, there will be times that the Contractor will need to perform a follow-up post initial assessment and treatment intervention survey. This is an expected part of the overall scope of work needed to effectively and validly plan and make changes relevant to the youth population being served by the CSSD.

C.1.8 Supervision Schedule and Responsibilities

Case reviews are only one level of supervision for Contract screeners. On a mutually established and consistent basis, Contractors will meet with the supervisor of the CGC Clinical Research Lab. This will allow the Contractor to keep abreast of current developments in research protocols that might impact screening procedures or tools. Furthermore, the Contractor will gain valuable experience and knowledge in the provision of clinical research during this process. It is the Contractor's responsibility to bring forth any system or individual challenges, impediments, or dilemmas that impact effective screening or execution of the scope of work. In all cases, the Chief Psychologist should be notified of such factors or circumstances.

C.2 INSTRUCTIONAL SCHEDULE:

- C.2.1 Five (5) days after Contract award, the Offeror/Contractor will meet with the Contracting Officer Technical Representative (COTR) to establish the training and work schedule as well as a supervision schedule that shall remain throughout the contract year.
- C.2.2 Initial Diagnostic Intake Screening & Support Services shall be conducted at the Moultrie Courthouse located at 500 Indiana Avenue NW. Washington DC 20001, the Youth Services Center - YSC (Pre-Trial Juvenile Detention Center) located at 1000 Mount Olivet Rd., NE. Washington 20002, Building B 510 4th St., NW. Washington DC 20001, or any other CSSD operated site within the District of Columbia. Once established, any modifications/adjustments to the Contractor's work schedule must be approved by the COTR or Chief Psychologist.

C.3 SCHEDULING OF CONTRACTUAL HOURS

- C.3.1 All Contractual work hours shall be coordinated to ensure youth referred to the CSSD for juvenile or status offender matters are screened during CSSD's hours of operations at all locations detailed in Section C.2.
- C.3.2 Classes will start and end at the scheduled time.

C.4 DELIVERABLES:

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the **Contracting Officer's Technical Representative (COTR)** the deliverables specified below within the designated time frames:

- C.4.1 The Contractor shall submit a weekly report detailing the number of screenings conducted, and brief monthly progress reports summarizing weekly activities conducted via email. The report shall include the following information on each participant:
- a. Date of Contact
 - b. Type of Contact
 - c. Site of Contact
 - d. Number of youth screened following referral
 - e. Number of youth screened within five (5) days of initial hearing
 - f. Brief outline detailing findings for each youth referred for a subsequent assessment

C.5 PAYMENT AND INVOICES

The Contractor shall be compensated at the established hourly rate. The Contractor shall submit an invoice for payment on a bi-weekly basis from the date of contract execution. Invoices shall be prepared in duplicate and submitted to the Contracting Officer's Technical representative (COTR) and the D.C. Courts Accounting Branch for review and approval. The COTR shall review and approve or reject invoices. Following approval, the invoices will be sent by the COTR to the Budget & Finances Division for the

processing of payments. At a minimum, the Contractor's Invoice shall include the following information:

1. Name and Address of the Contractor;
2. Contract Number/Contract Order Number;
3. Invoice Date;
4. Service Description;
5. Contractor's Electronic Fund Transfer (EFT), routing identification (bank name and code);
6. Signature certifying that services were provided as agreed and invoiced;
7. Name, Title, and Phone Number of person to be notified in the event of a defective invoice; and
8. Time and attendance documentation and verification forms

C.5.1 Submit Invoices to:

Malcolm Woodland, Ph.D., Acting Chief Psychologist
510 4th St., NW, Suite 330 B
Washington, DC 20001
202.508.1736

C.5.2 A duplicate copy of each invoice shall also be submitted to the D.C. Courts Accounting Branch:

Accounting Supervisor
Budget and Finance Division
D.C. Courts
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-2813

C.5.3 Billing/Payment Certification

Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

C.5.4 Audits

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

C.6 CONTRACTING OFFICER (CO):

Contracts will be entered into and signed on behalf of the Courts only by contracting officer. The name, address and telephone number of the Contracting Officer is:

Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, DC 20001

C.6.1 Authorized Changes by the Contracting Officer:

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

C.6.2 Contracting Officer's Technical Representative (COTR):

- a. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR or her Designee is authorized to place orders under this contract. The COTR for this contract is:

Malcolm Woodland, Ph.D., Acting Chief Psychologist
510 4th St., NW, Suite 330 B
Washington, DC 20001
202.508.1736
Email: malcolm.woodland@dcsc.gov

- b. The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- c. The 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 also be required, at no additional cost to the Court, to take all corrective action necessitated by reason of the unauthorized changes.

C.7 CONTRACTOR'S CLEARANCE AND BACKGROUND REQUIREMENTS - CRIMINAL BACKGROUND CHECKS

- C.7.1 The District of Columbia Courts (Courts) shall require name based FBI fingerprint and Child Protection Registry clearance criminal background checks by means of fingerprints and National Criminal Information Center checks and procedures through the D.C. Metropolitan Police Department (MPD) and the Child Protection Registries of Washington, D.C. (DC), Maryland (MD) and Virginia (VA).
- C.7.2 **Within five (5) days of request by the Contracting Officer the Offeror/ Contractor shall submit a completed District of Columbia Courts Security Clearance Form with information for each employee, consultant, trainee, volunteer and other personnel of the Contractor providing services including but not limited to those having direct contact with children (under the age of 18) or with individuals with intellectual disabilities, or providing services for the Criminal Division so a criminal background check may be conducted.**
- C.7.3 **Within five (5) days of request by the Contracting Officer the Offeror/ Contractor shall submit a completed and notarized Child Protective Registry forms for DC, MD and VA. The Contracting Officer shall obtain clearance, through the Child and Family Services Agency (CFSA) Child Protective Register (CPR), for all Contractor personnel providing services with direct contact with children (under the age of 18) and with individuals with intellectual disabilities, to include salaried personnel, consultants, trainees, volunteers and all other personnel.**
- C.7.4 The Contractor shall inform the Contracting Officer in writing, of any changes in staff, to include the full legal names of new or substituted key personnel under this contract. The Contractor shall inform the Contracting Officer of any changes prior to services being provided by replacement personnel. All key personnel changes are subject to the prior approval of the Contracting Officer.
- C.7.5 The Courts shall require a Child Protective Register check on an annual basis, and a MPD criminal background check every two (2) years for personnel listed in Sections C.7.2 and C.7.3 above.
- C.7.6 The Offeror shall submit traffic record checks, with their proposal, on any personnel who would be required to drive motor vehicles to transport children or individuals with intellectual disabilities in the course of performing services under this contract. A pattern of disregard for traffic regulations, particularly where there has been a conviction for driving under the influence of intoxicants or drugs, may be cause for rejection.
- C.7.7 The Courts reserves the right to reject any current or proposed person providing services under this contract based on the outcome of the criminal background, CPR or traffic record checks. No person who has been convicted of, pleaded nolo contendere, been found not guilty by reason of insanity, or is on probation before judgment or placement of a case upon a stet docket, for any of the offenses listed in sections (C.7.9)(1), (5), (7) or

(8) of this Article, shall be permitted to provide services with direct contact with children or individuals with intellectual disabilities.

C.7.8 The offeror shall submit, with its offer, a signed District of Columbia Courts Background Check Statement affirmation (Attachment 3) for each person whom a criminal background check and Child Protective Registry check is required under Sections C.7.2 and C.7.3 of this Section stating whether or not the person:

- (1) Has been convicted of any of the felony offenses listed in Section C.7.9 of this Article, or their equivalent, in the District of Columbia, or in any state or territory;
- (2) Has pleaded nolo contendere to any of the felony offenses listed in section C of this Article, or their equivalent, in the District of Columbia, or in any state or territory;
- (3) Is on probation before judgment or placement upon a stet docket of a case involving any of the felony offenses listed in section C.7.9, or their equivalent, in the District of Columbia, or in any state or territory; and
- (4) Has been found not guilty by reason of insanity, for any sexual offense or intra-family offense in the District of Columbia; or for any of the felony offenses listed in section C of this Article, or their equivalent, in the District of Columbia, or in any state or territory.

C.7.9 The list of felony offenses referred to in section C.7.8.1 of this Article are as follows:

- (1) Murder, attempted murder, manslaughter, or arson;
- (2) Assault, battery, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
- (3) Burglary;
- (4) Robbery;
- (5) Kidnapping;
- (6) Illegal use or possession of a firearm;
- (7) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (8) Child abuse or cruelty to children;
- (9) Unlawful distribution or possession of or possession with intent to distribute a controlled substance;
- (10) Theft, fraud, forgery, extortion, blackmail, larceny, or identity theft.

C.7.10 The Court shall maintain a personnel file on each Contractor containing a cover letter, up-to-date resume or curriculum vitae detailing education and work experience as well as any current applicable licenses and certifications, a list of at least three (3) references,

verification of the most recent college degree and a current job description detailing the work undertaken by the Contractor. The Contractor shall inform the COTR immediately of any and all issues arising, which may impede fulfillment of contractual obligations. The Court shall provide orientation sessions for each contractor detailing administrative procedures, services encompassing those required by Contract scope, CSSD's policies and practices to be adhered to under this contract.

- C.7.11 A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: All individuals providing direct service to the child, including volunteers.
- C.7.12 The Contractor may not sub-contract services, nor can he or she make an offer of appointment to any individual (volunteer or other) whose position brings him or her into direct or indirect contact with CSSD youth.
- C.7.13 Unless otherwise specified herein, the Court may conduct periodic criminal background checks throughout the duration of this contract.

C.8 MANDATORY REPORTING

The Contractor shall ensure that upon personally observing an incident of alleged or actual child abuse, neglect or fatality, having any other information indicating an alleged or actual risk to a child/children health or safety, he or she will make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty (24) hour Child Abuse and Abuse and Neglect Hotline (202 671-SAFE).

- C.8.1 The Contractor shall ensure that notification is made within (24) hours to the assigned COTR, Probation Officer, and Office of the Director.
- C.8.2 The Contractor shall ensure that the written report includes, but need not be limited to, the following information if the person making the report knows:
- a. The child/children who is the subject of the report;
 - b. Each of the child/children siblings;
 - c. Each of the child/children parents or other persons responsible for the child/children's care
 - d. The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known; and
 - e. All other information which the person making the report believes may be helpful in establishing the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect.

C.9 CONFIDENTIALITY:

During the course of this contract, the Contractor will have access to information that is deemed confidential by Federal and/or District Laws. Likewise, Contractors in this position will be held to Standard 4 (Privacy and Confidentiality) of the Ethical Principles of Psychologists and Code of Conduct by the American Psychological Association (2002 with 2010 Amendments). A copy of this document will be provided upon orientation. The Contractor shall protect and hold strictly confidential all information to which the Contractor has access during the course of work under this contract. Contractor shall not disclose, directly or indirectly, any such information to third parties or use it for any purpose other than the work under this contract. Upon conclusion of work under this contract, the Contractor shall return any and all information and materials obtained from CSSD and any copies to CSSD.

C.10 COMPLETION OF CONTRACT:

Contractor shall have fulfilled its obligation when the Court determines the Contractor has consistently provided services as described in the Statement of Work (DC Courts Contract) until the end of the contract period.

C.11 COURTS RESPONSIBILITIES:

C.11.1 The Court shall evaluate the effectiveness of services provided by selected Contractors based upon on the above factors delineated in paragraph C.1 on through paragraph C.1.8

C.11.2 The Court shall work closely with Contractors.

C.11.3 The Court shall provide space for Contractors to fulfill obligations.

C.11.4 The Contractor shall be prepared to commence delivery of services detailed herein beginning on or about June 1, 2014, which shall also include duration of training provided by the Court that will enable Contractors to enhance skills necessary to carry out the services contemplated under this contract.

C.11.5 The Court is responsible for providing all training, assessment and support materials.

SECTION D:

D.1 QUESTIONS CONCERNING THIS REQUEST MUST BE DIRECTED BY EMAIL TO:

Maribel Torres
Senior Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts

Telephone: 202-879-5514

Email Address: maribel.torres@dcsc.gov

D.2 All questions must be submitted by email no later than August 5, 2015 by 2:00 p.m.

D.3 REQUEST FOR QUOTATION (RFQ) SUBMISSION:

Eligible offerors must submit a response to this request on or before close of business 1:00 p.m., July 11, 2016. The response must include a cover letter (limited to two (2) pages), a resume or curriculum vitae, any and all relevant licensing credentials specific to the field of mental and behavioral health, a minimum of three (3) references, of which at least two (2) must be professional references. Each Offeror shall submit one (1) original and three (3) copies of their response. Each response shall be properly indexed and include all information requested in this RFQ. Offerors may submit responses either by e-mail, U.S. mail or by hand delivery/courier services.

A. Offerors submitting their responses by e-mail must e-mail their responses to the following address:

Reginald.ramdat@dcsc.gov

B. Offerors submitting their responses by U.S. mail must mail their responses to the following address:

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

C. Offerors submitting their responses by hand delivery/courier services must hand deliver their responses to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Reginald Ramdat, Senior Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001

D.4 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE D.C. COURTS CONTRACTS:

The General Provisions Applicable to D.C. Courts Contracts (Attachment 2) shall be applicable to the contract resulting from this solicitation.

D.5 RESTRICTION ON DISCLOSURE AND USE OF DATA:

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

D.6 ETHICS IN PUBLIC CONTRACTING:

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

D.7 DISPUTES:

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

D.8 LAWS AND REGULATIONS:

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

D.9 NON-DISCRIMINATION:

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

D.10 DISCLOSURE OF INFORMATION:

D.10.1 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.

D.10.2 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.

D.10.3 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.

D.10.4 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.

D.11 PUBLICITY:

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

D.12 TYPE OF CONTRACT:

This is a firm-fixed hourly rate contract.

D.13 GOVERNING LAW:

This contract shall be construed in accordance with the laws of the District of Columbia, the D.C. Courts and federal government.

SECTION E:**E.1 EVALUATION CRITERIA:**

The following criteria with a point system of relative importance with an aggregate total of one hundred points will be utilized to evaluate each response:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
A.	QUALIFICATION: Relevant Qualification/Education. (Please refer to Section B.2)	0 - 60
B.	EXPERIENCE: Relevant Experience. (Please refer to Section B.2)	0 - 40
	TOTAL	100

E.2 Contract award will be based on the evaluation criteria and interview. The Court will schedule interviews with the offerors who are determined to be highly qualified based on the evaluation criteria set forth above.

**DISTRICT OF COLUMBIA COURTS
GENERAL PROVISIONS
FOR USE WITH COURTS'
SUPPLY & SERVICES CONTRACTS
(Revised 2008)**

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

**ATTACHMENT A
D.C. COURTS GENERAL CONTRACT PROVISIONS
(Revised 2008)**

- 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.