

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

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

**DATE ISSUED:** 2/14/2020

**OPENING DATE:** \_\_\_\_\_

**OPENING TIME:** \_\_\_\_\_

**SOLICITATION NUMBER:** DCSCS-20-RFP-25

**CLOSING DATE:** 3/16/2020

**CLOSING TIME:** 1:00 P.M.

**OFFER FOR:** TEMPORARY EMERGENCY HOUSING FOR VICTIMS OF CRIMES

**MARKET TYPE:** Open

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**RESPONSE (TO BE COMPLETED BY HOUSING PROVIDER) NOTE: IN THIS SOLICITATION, "OFFER" MEAN "RESPONSE AND "OFFEROR" AND "CONTRACTOR" MEAN "HOUSING PROVIDER".**

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

<p style="text-align: center;"><b>HOUSING PROVIDER</b></p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code &amp; Telephone Number:</p>	Name and Title of Person Authorized to Sign Offer: (Type or Print)	
	Signature	Date:
	(Seal)	
	<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>	

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

CONTRACT NO. _____	AWARD AMOUNT \$ _____
ACCEPTED AS TO THE FOLLOWING ITEMS:	
<p>_____ DISTRICT OF COLUMBIA COURTS</p> <p>BY: _____</p> <p style="text-align: center;">CONTRACTING OFFICER</p>	
CONTRACT PERIOD: _____	_____ AWARD DATE

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

This solicitation is an **OPEN MARKET** procurement.

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

**1. ACKNOWLEDGMENT OF AMENDMENTS**

Amendments will be post at <https://www.dccourts.gov/about/procurement-contracts-branch>

Oral explanations or instructions given before the award of the contract will not be binding. The Housing Provider acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>

**NOTE:** Housing Provider may acknowledge addendum here or on addendum or both.

**2. TYPE OF BUSINESS ORGANIZATION**

Housing Provider operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a corporation, incorporated under the laws of the State of \_\_\_\_\_, ( ) a joint venture, ( ) other.

**5. PAYMENT IDENTIFICATION NO.**

Please list below applicable Housing Provider information:

Federal Tax I.D. Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

## PART I

### SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1. The District of Columbia Courts (Courts) Crime Victim Compensation Program (CVCP) seeks qualified housing providers to provide temporary emergency housing to victims displaced in the aftermath of a crime. CVCP administers temporary emergency housing to single adults and families.
- B.2 **BACKGROUND**
- The District of Columbia Courts (Courts) Crime Victim Compensation Program (CVCP) seeks qualified housing providers to provide temporary emergency housing to victims displaced in the aftermath of a crime. CVCP administers temporary emergency housing to single adults and families.
- B.3 There are a limited number of emergency housing providers for victims of crime. The Courts are soliciting for new providers to expand the number of housing providers for a growing population of victims who are displaced due to the crime.
- B.4 Victims of crime may be eligible for temporary emergency housing based on safety and health concerns. Victims are placed into housing upon formal acceptance into the program. CVCP will reimburse shelter providers 100% of the cost up to the maximum amount allowable under Superior Court Crime Victims Compensation Program rules. Temporary Housing allows the program to pay for emergency food, up to \$400, while a victim is placed in temporary emergency housing program. The maximum award for temporary emergency shelter shall not exceed \$3,000.
- B.5 Historically, emergency housing has been provided either by hotels or community organizations in group/dorm style living. Housing providers are located within 1 mile of public transportation<sup>1</sup>, or offer shuttle service to the nearest Metro station.
- B.6 CVCP's goal is to obtain a minimum of one new housing provider in each quadrant of the District, as well as in the contiguous counties (Prince George's County, Maryland; Montgomery County, Maryland; City of Alexandria, Virginia; Arlington County, Virginia; and Fairfax County, Virginia). The program may choose housing providers based on the location, amenities provider, history of work with victims of crime, and other factors. The program requires flexibility in housing services to offer a variety of options to victims eligible for emergency housing. Housing providers should be accessible to Metro rail and bus.

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<sup>1</sup> Public transportation is defined as Metro rail or bus.

B.7 CVCP funds temporary emergency shelter through the District's Crime Victims Fund. The fund is available to provide reimbursement for compensable costs in the aftermath of a crime. In Fiscal Year 2019, CVCP spent more than \$3 million in emergency housing and moving expenses. Eligibility is determined based on review of an application and supporting documentation.

B.8 **Applicable Documents**

Pursuant to D.C. Code §4 – 501, the program may provide for the reasonable cost of temporary emergency food and housing not to exceed 120 days. Rule 29 – Temporary Housing allows the program to pay for emergency food, up to \$400, while a victim is placed in temporary emergency housing program. The maximum award for temporary emergency shelter shall not exceed \$3,000.

**Section C –  
STATEMENT OF WORK  
TEMPORARY EMERGENCY HOUSING  
FOR VICTIMS OF CRIMES**

- C.1 The District of Columbia Courts (Courts) Crime Victim Compensation Program (CVCP) seeks qualified housing providers to provide temporary emergency housing to victims displaced in the aftermath of a crime. CVCP administers temporary emergency housing to single adults and families.
- C.2 Victims of crime may be eligible for temporary emergency housing based on safety and health concerns. Victims are placed into housing upon formal acceptance into the program. CVCP will reimburse shelter providers 100% of the cost up to the maximum amount allowable under Superior Court Crime Victims Compensation Program rules.
- C.3 CVCP will provide victims of crime for local transportation costs (metro train and bus), up to \$100, via Metro SmarTrip cards. Emergency food, up to \$400, may be provided directly to the victims by the housing provider and billed directly to CVCP. If the housing provider does not provide food at the facility, CVCP will provide Safeway gift cards directly to the victims. Food, if provided by the housing provider will be billed directly to CVCP (a maximum of \$400 for the duration of the housing stay).
- C.4 CVCP requires emergency housing providers to provide shelter to multiple demographic groups including but not limited to single women, single men, couples (heterosexual and homosexual), single women with children, single men with children, couples with children, and members of the LGBTQ+ community.
- C.5 If the housing provider does not provide food, the CVCP will provide the victims with Safeway gift card.
- C.6 Payments to housing providers are done via check issued by the Courts' Budget and Finance Division.
- C.7 The Housing Providers shall include the daily rate(s) in their response.
- C.8 **REQUIREMENTS**

The housing provider shall:

1. Accept deferred billing and payment via check.
2. Observe privacy and confidentiality, and not advertise that housing services are being provided to victims of crime. Providers must maintain privacy and safeguard the information of victims placed in their facility to the fullest extent

possible. This protection is of critical importance to victims of crime as their physical well-being and life may be endangered if offenders are able to easily learn/track a victim's whereabouts.

3. Observe privacy and confidentiality in reservations and check-in practices.
4. Abide by applicable fire and panic regulations, local health and safety rules/laws.
5. Respond within 5 minutes of contact by the program, via email and/or telephone, to requests for housing reservations.
6. Provide safety and security measures in the housing facility (e.g. cameras, door locks, staff monitoring, etc.).
7. Provide a housing list of victims to CVCP on a weekly basis.
8. Provide bathroom and shower facilities.
9. Provide facilities to eat and store food.
10. Provide facilities to store personal belongings during the duration of the stay.

C.9 Housing services may be provided in mass or individually in congregate settings. Individual housing may also be provided in hotels or motels.

C.10 CVCP shall:

1. Develop a written agreement for each housing provider to allow for monitoring and compliance with program rules.
2. Establish a fee schedule for payment.
3. Review and consider all invoices submitted after checkout.
4. Conduct periodic site visits to the housing facility to review safety procedures, check-in/check-out procedures, review the accommodations, and to ensure the overall well-being of the victims placed in the housing facility.
5. Maintain a list of victims placed in each housing facility.
6. Contact housing providers for reservations via phone and/or email.
7. Reserve the number of days/nights to be reserved on behalf of the victim.
8. Extend the number of days/nights, as necessary and within the program rules.

C.11 **SOLICITATION PHASES**

1. Solicit housing providers.
2. Review proposals.
3. Rate proposals.
4. Conduct site visits.
5. Make additional inquiries, if necessary.
6. Negotiate daily rates.
7. Select housing providers.
8. Prepare and execute housing agreements.
9. Add housing provider to CVCP list.
10. Begin using housing providers.

C.12 The timeline for the solicitation, review of proposals, completion of site visits to housing locations, and completed Memorandums of Understanding is approximately six months.



**PART 1**

**SECTION D - PACKAGING AND MARKING**

This section is not applicable to this solicitation.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF SERVICES**

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

## SECTION F - DELIVERIES AND PERFORMANCE

### F.1 **Term of Contract:**

F.1.1 The Courts are contemplating either a five (5) year base **or** a one (1) year base with four (4) one options. The date of award shall be the date the Contracting Officer signs the contract document.

### F.1.2 **Commencement of Work:**

The work starting date for the Housing Provider shall be mutually agreed upon by the Court and the Housing Provider.

### F.1.3 **One Year Base with four One Year Options:**

If the Courts award a one year base, the Court may unilaterally extend the term of this contract for four (4) one (1) year period, or a fraction, or multiple fractions thereof, by written notice to the Housing Provider before the expiration of the contract; provided that the Courts shall give the Housing Provider a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Housing Provider 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 Court exercises 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 Court 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.

### F.2 **Deliverables:**

All Deliverables shall be in a form and manner acceptable to the Court. The Housing Provider shall complete the tasks and provide to the Contracting Officer's Technical Representative (COTR) the deliverables specified below within the designated timeframes.

F.2.1 Provide a housing list of victims to CVCP on a within three business days after the end of each week.

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 **Payment/Invoices:**

G.1.1 **The Housing Provider shall be compensated at the established unit price (TO BE SPECIFIED IN THE AGREEMENT/CONTRACT). The Courts will make payments via check.**

G.1.2 To constitute a proper invoice, at a minimum, the Housing Providers' electronic invoice shall include the following information:

1. Name and address of the Housing Provider,
2. The purchase order/Contract number,
3. Invoice date,
4. Invoice number,
5. Name of the Contracting Officer Technical Representative (COTR),
6. COTR email address, and
7. Description, quality, unit of measure, and extended price of the services or Supplies actually rendered.

### G.2 **Tax Exempt**

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

### G.3 **Audits:**

G.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Housing Provider'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 Housing Provider by the Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.

### G.4 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**

G.4.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Louis W. Parker  
Administrative Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
Telephone Number: (202) 879-2803  
Facsimile Number: (202) 879-2835

- G.4.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Housing Provider's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Aisha Ivey-Nixon  
Acting Director  
Crime Victims Compensation Program  
District of Columbia Courts  
515 5<sup>th</sup> Street, Room 109  
Washington, D.C. 20001

- G.5 **Authorized Representative of the Contracting Officer.**

- G.5.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

- G.5.2 **THE RESULTANT HOUSING PROVIDER IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACT ADMINISTRATOR TO MAKE ANY SUCH CHANGES, HOUSING PROVIDER MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURT, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

## **SECTION H - SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Disclosure of Information**

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

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

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

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

### **H.3 Publicity**

The Housing Provider shall not publicize any services, make any statement or issue any material through any medium of communication, bearing on the work performed or data collected under this contract. All Crime Victims Compensation Program records are private and confidential.

## **SECTION I - CONTRACT CLAUSES**

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

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

### **I.2 Restriction on Disclosure and Use of Data**

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

### **I.3 Ethics in Public Contracting**

The Housing Provider shall familiarize itself with the Court's policy entitled "Ethics in Public Contracting". The Housing Provider shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.2.

### **I.4 Disputes**

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

### **I.5 Laws and Regulations**

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

### **I.6 Non-Discrimination**

The Housing Provider agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(Supp. 2006) which will be incorporated into any contract awarded. The Housing Provider agrees to comply with requests from the Courts to support the Housing Provider's adherence to this section.

**I.7 Examination of Books and Records**

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

**I.8 Record Keeping**

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

**I.9 Subcontracts**

None of the Housing Provider's work or services hereunder may be subcontracted by the Housing Provider to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Housing Provider shall remain liable to the Courts for all Housing Providers' work and services required hereunder.

**I.10 Protest**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

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

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

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



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

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

**I.11 Debriefing (MAR 2010)**

An unsuccessful Housing Provider may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.10 above within (3) calendar days from the date of receipt of the notification of award.

**I.12 Insurance**

I.12.1 Prior to execution of the contract, the Housing Provider shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Housing Provider must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.12.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.

I.12.3 Workers' Compensation: The Housing Provider shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Housing Provider agrees to comply at all times with the provisions of the Workers compensation laws of the District.

I.12.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Housing Provider shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

**PART III**  
**SECTION J - LIST OF ATTACHMENTS**

- J.1           General Provisions Applicable to D.C. Courts Contracts**
- J.2           Tax Certification Affidavit**
- J.3           Certification Regarding a Drug-Free Workplace**
- J.4           Superior Court Crime Victims Compensation Program rules**

## **PART IV**

### **REPRESENTATIONS AND INSTRUCTIONS**

#### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF HOUSING PROVIDERS**

##### **K.1 Certification Regarding a Drug-Free Workplace**

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

K.1.1.6 "Individual" means a Housing Provider/contractor that has no more than one employee including the Housing Provider/contractor.

K.1.2 By submission of its offer, the Housing Provider, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Housing Provider to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts

of 30 calendar days or more performance duration: or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

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

- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3 By submission of its offer, the Housing Provider, if an individual who is making an offer of any dollar value, certifies and agrees that the Housing Provider will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.1.4 Failure of the Housing Provider to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Housing Provider unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(A)(2) (I) and (II).
- K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

\_\_\_\_\_  
 Print Name of Authorized  
 Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature of Authorized  
 Representative

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

#### SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO HOUSING PROVIDERS

##### **L.1 Submission and Identification:**

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

L.1.2 The Housing Provider shall conspicuously mark on the outside of the proposal package the name and address of the Housing Provider and the following:

*Solicitation Number: DCSC-20-RFP-25*

*Caption: "TEMPORARY EMERGENCY HOUSING FOR VICTIMS OF CRIMES"*

*Proposal Date Due & Time: March 16, 2020 no later than 1:00 p.m.*

##### **L.1.3 Confidentiality of Submitted Information:**

L.1.3.1 Housing Providers who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.1.3.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the proposal which the Housing Provider is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The Housing Provider shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or

disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Court may, without permission of the Housing Provider, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.1.4 **Housing Providers may submit Proposals either by mail or by hand delivery/courier services.**

L.1.4.1 **Housing Providers submitting their proposals by mail must mail their proposals to the following address:**

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

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

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

**L.2 Proposal Information and Format:**

L.2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Housing Provider's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered.

L.2.2.3 **Each Housing Provider shall submit one (1) original and three (3) copies of the Proposal/Response. Each proposal/response shall be properly indexed and include all information requested in the RFP.**

L.2.4 **General Information.**

L.2.4.1 Each Housing Provider must provide the following information in this section:

- L.2.4.1.1 If the Housing Provider is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;
- L.2.4.1.2 Ownership structure;
- L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent;
- L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement; and
- L.2.4.1.5 **Documentary evidence where the Housing Provider is located and is authorized to conduct business.**

**L.2.5 Disclosure**

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

L.2.5.1.1 **Disclosure details of any legal action or litigation past or pending against the Housing Provider; and**

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

**L.3 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals:**

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Court office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Court after receipt; or

L.3.1.3 The proposal is the only proposal received.



- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Housing Provider can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Court shall be considered at any time it is received and may be accepted.
- L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.4 Questions:**

- L.4.1 Questions concerning this Request For Proposals **must be directed by e-mail to:**

Reginald Ramdat, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
E-mail address: [reginald.ramdat@dcsc.gov](mailto:reginald.ramdat@dcsc.gov)  
Telephone Number: (202) 879 –2865

- L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

**L.5 Explanation to Prospective Housing Providers:**

- L.5.1 **Any prospective Housing Provider desiring an explanation or interpretation of this solicitation must request it by email no later than February 24, 2020, by 1:00 p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective Housing Provider concerning a solicitation will be furnished promptly

to all other prospective Housing Providers as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Housing Providers. Oral explanations or instructions given before the award of the contract will not be binding.

**L.6 Changes to the RFP:**

L.6.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

**L.7 Contract Award:**

L.7.1 The Court intends to award a contract for the services required under this RFP to the Housing Providers whose proposal is determined to be most advantageous to the Courts.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Housing Provider's best terms from a standpoint of price, technical, and other factors.

**L.8 Cancellation of Award**

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

**L.9 Official Offer**

L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

**L.10 Certifications, Affidavits and Other Submissions**

L.10.1 Housing Providers shall complete and return with their proposal the Representations and Certifications J.2 - Tax Certification Affidavit, J.3 - Certification of a Drug-Free Workplace).

**L.11 Retention of Proposals**

L.11.1 All proposal documents shall be the property of the District of Columbia Courts

and retained by the Court, and therefore will not be returned to the Housing Providers. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Court except as to the disclosure restrictions contained in Section L.1.3.

**L.12 Public Disclosure under FOIA:**

L.12.1 Trade secrets or proprietary information submitted by an Housing Provider in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the Housing Provider must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the Housing Provider's entire proposal is proprietary will have no effect whatsoever.

**L.13 Contract Type:**

L.13.1 This is a firm-fixed unit price contract.

**L.14 Signing Offers and Certifications:**

L.14.1 Each Housing Provider must include a full business address and telephone number and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the Housing Provider or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, a Housing Provider shall provide to the Court satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the Housing Provider shall submit to the Contracting Officer, the agent's authority to bind the Housing Provider. Housing Provider shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

**L.15            Authorized Negotiators**

L.15.1            The Housing Provider shall include in its proposal a statement indicating those persons authorized to negotiate on the Housing Provider's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Housing Providers are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Housing Provider's risk.

**L.16            Acknowledgment of Amendments**

L.16.1            Amendments will be post at <https://www.dccourts.gov/about/procurement-contracts-branch>. Housing Providers shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Housing Provider's failure to acknowledge an amendment may result in rejection of the offer.

**L.17            Site Visits**

L.17.1            The Courts will conduct site visits to qualified Housing Providers locations prior to making an award.

**PART V**

**SECTION M - EVALUATION FACTORS**

**M.1 Evaluation for Award**

The Court intends to grant multiple awards for the services required under this RFP to the Housing Providers whose proposals are determined to be most advantageous to the Courts. Housing Providers will be evaluated based on the following minimum requirements, which are listed in order of importance:

**M.2 Minimum Requirements**

<b>Item No.</b>	<b>MINIMUM QUALIFICATIONS</b>	<b>Meet Minimum Requirement</b>	<b>Did Not meet Minimum Requirements</b>
<b>A.</b>	<b>Location:</b> Housing providers located inside the District of Columbia are preferable. Housing providers in contiguous counties are also acceptable, when public transportation is available using Metro. (Provide proof/documentations)		
<b>B.</b>	<b>Food:</b> Housing providers providing food based on a daily per diem are preferable. Food costs should be factored into final billing/invoice. Housing providers located within 1 miles of a Safeway where CVCP food cards may be used are also preferable. (Provide proof/documentation)		
<b>C.</b>	<b>Accommodations:</b> Housing providers providing individual/private accommodations with private bathrooms are preferable. Housing providers with congregate housing facilities are acceptable. In these situations, there should be space available for victims to engage in private conversations outside of other residents and staff.		
<b>D.</b>	<b>Transportation.</b> Housing providers should be located within 1 mile of public transportation (Metro bus and/or rail line). If no bus or rail line is available, free shuttle service should be provided by the housing provider.		
<b>E.</b>	<b>Prior History Working with Victims of Crime:</b>		

	<p>Preference will be given to housing providers who are knowledgeable about victims of crime, and trauma to the physical body and mental well-being. Providers without prior experience should be willing to participate in trainings to be provided by CVCP. (Provide proof/documentations)</p>		
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**DISTRICT OF COLUMBIA  
COURTS GENERAL  
PROVISIONS  
FOR USE WITH  
COURTS' SUPPLY &  
SERVICES CONTRACTS  
(Revised April 2007)  
(Revised May 2017)**

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

**ATTACHMENT A**  
**D.C. COURTS GENERAL CONTRACT PROVISIONS**

**(MAY 2017)**

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**1. Definitions.**

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

**2. Changes.**

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

**3. Transfers.**

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

**4. Waiver.**

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

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

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

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

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

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

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

## **6. Patents and Copyrights.**

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

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

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

**7. Covenant Against Contingent Fees.**

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

**8. Quality.**

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

**9. Health And Safety Standards.**

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

**10. Inspection Of Supplies.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Inspection Of Services.**

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

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

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

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

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

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

**12. Payment.**

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

**13. Taxes.**

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

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

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

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

**15. Termination for Default.**

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

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

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

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

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

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

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

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

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

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

#### **16. Termination for Convenience of the Court.**

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



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

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

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

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

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

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

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

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

(2) The total of :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. Termination of Contracts for Certain Crimes and Violations.**

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

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

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

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

(B) The contract provision against contingent fees.

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

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

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

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

**18. Protests and Disputes.**

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

**19. Independent Contractor Relationship.**

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

**20. Security.**

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

**21. Officials not to Benefit.**

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

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

**22. Retention and Examination of Books.**

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

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

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

**23. Recovery of Debts Owed the Court.**

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

**24. Appropriation of Funds.**

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

**25. Non-Discrimination in Employment.**

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

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

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

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

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

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

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

**26. Buy American Act.**

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

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

(1) For use outside the United States;

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

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

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

**27. Service Contract Act of 1965.**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) For each employee subject to the Act:

(i) Name, address and social security number;

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

(iii) Daily and weekly hours worked; and

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

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

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

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

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

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

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

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

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

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

**28. WALSH-HEALEY PUBLIC CONTRACTS ACT:**

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

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

**29. Governing Law.**

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

**30. Multiyear Contract.**

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

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

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

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

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

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

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

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

TAX CERTIFICATION AFFIDAVIT

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

\_\_\_\_\_, 20 \_\_\_\_.

I hereby certify that:

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

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

\_\_\_\_\_  
Signature of Person Authorized to Sign  
This Document

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

Name of Organization \_\_\_\_\_

Notary: Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20 at

\_\_\_\_\_ at \_\_\_\_\_  
Month and Year City and State



**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

## A. Definition as used in this provision:

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

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

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

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

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

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

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

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

**Concurrence:**

**AUTHORIZED CONTRACTOR PERSONNEL**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT J.4



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
I. GENERAL PROVISIONS

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 1 (2015)

Review Court Orders which may amend this Rule.

Rule 1. Purpose.

These rules govern the implementation of the Crime Victims Compensation Program ("Program") in the Superior Court of the District of Columbia ("Court"), as set forth in the "Victims of Violent Crime Compensation Act of 1996," as amended, D.C. Code 4-501 et seq. The Program provides compensation to victims of violent crime for medical and related expenses, and loss of services, support and earnings.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

NOTES APPLICABLE TO ENTIRE GROUP

ORDER

By action of the Board of Judges of this Court and pursuant to D.C. Code § 11-946, it is this 26th day of February, 1998:

ORDERED that the Superior Court Crime Victims Compensation Program Rules, set forth below, shall take effect forthwith and govern all proceedings under the Program hereafter commenced and, insofar as is just and practicable, all proceedings now pending.

By the Court:

February 26, 1998

/s/ Eugene N. Hamilton, Chief Judge



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 2

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
I. GENERAL PROVISIONS

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 2 (2015)

Review Court Orders which may amend this Rule.

Rule 2. Scope.

These rules shall apply to all claims filed with the Program after the effective date of the "Victims of Violent Crime Compensation Emergency Act of 1996." All claims filed prior to the effective date of the "Victims of Violent Crime Compensation Emergency Act of 1996" shall be processed pursuant to the Department of Employment Services' Notice of Final Rulemaking (29 DCR 4453), effective November 7, 1982, as implemented under the "Victims of Violent Crime Compensation Act of 1981."

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
I. GENERAL PROVISIONS

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 3 (2015)

Review Court Orders which may amend this Rule.

Rule 3. Administration.

The Program, shall (a) investigate claims filed pursuant to D.C. Code § 4-501 et seq., (b) obtain from agencies of the District of Columbia and the United States information, data and assistance to facilitate the determination of whether a crime was committed or attempted and whether the claimant is eligible for compensation, (c) process and maintain claims in the order filed, including claims filed under the Victims of Violent Crime Compensation Act of 1981, (d) determine each claim filed and reinvestigate and reopen cases when necessary, (e) require and direct medical examinations

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 3

of victims and secondary victims when necessary, (f) publicize the existence of the Program, and (g) provide printed informational materials about the program, including brochures and posters, in both English and Spanish.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
 I. GENERAL PROVISIONS

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 4 (2015)

Review Court Orders which may amend this Rule.

Rule 4. Confidentiality of records and hearings.

(a) Hearings, information, records and transcripts of hearings conducted and maintained by the Program shall be confidential and closed to the public, except that:

- (1) A claimant, or the representative of a claimant with the claimant's signed authorization, may review the claimant's claim;
- (2) Physicians treating or examining a claimant seeking benefits from the Program or physicians advising the Program regarding any claim may, with the Programs authorization, inspect the claims files and records of the claimant;
- (3) Other persons, with the Program's authorization, may inspect the claims files and records of the claimant when rendering assistance to the Program on a matter pertaining to the administration of the Program; and
- (4) Other persons may be present at hearings upon the written authorization of the claimant or the Director of the Program.

(b) Meetings of the Appeals Board shall be closed to the public. The Chairperson or, in his or her absence, the member designated to act as presiding officer shall direct a member to record minutes of each meeting of the Appeals Board. The minutes shall be confidential.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 5

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
I. GENERAL PROVISIONS

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 5 (2015)

Review Court Orders which may amend this Rule.

Rule 5. Appointment and qualification of Advisory Commission members; designation of Chairperson; conduct of meetings.

(a) A Crime Victims Compensation Advisory Commission ("Commission") shall be established as set forth in D.C. Code § 4-504 and shall consist of fifteen members, appointed by the Chief Judge of the Superior Court of the District of Columbia ("Chief Judge") to serve a three-year term, and until successors are appointed and qualified. An Advisory Commission member is eligible for reappointment at the expiration of the member's term.

(b) One member of the Advisory Commission shall be designated by the Chief Judge to serve as Chairperson. The Chairperson shall serve as presiding officer at all Advisory Commission meetings. In the absence of the Chairperson at a Commission meeting, the remaining Commission members may designate a member to preside over the meeting.

(c) The Commission shall meet at the call of the Chairperson. The order of business at any meeting of the Commission shall follow the agenda prepared in advance of the meeting. Such other matters may be brought before the Commission as shall be requested by any member in writing and presented to the Chairperson. An employee of the Program, designated by the Director of the Program, shall serve as the Program's Commission Liaison and shall be responsible for preparation of minutes for each Commission meeting.

(d) Roberts Rules of Order, Revised shall govern all meetings of the Commission.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 6

## I. GENERAL PROVISIONS

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 6 (2015)

Review Court Orders which may amend this Rule.

Rule 6. Appointment of Crime Victims Compensation Appeals Board members and alternates; designation of Chairperson; conduct of meetings; compensable expenses; conflicts of interest.

(a) A Crime Victims Compensation Appeals Board ("Board") shall be established and shall consist of five members from among the qualified membership of the Advisory Commission, appointed by the Chief Judge to serve at his or her pleasure. At least one of the members must be an attorney. The Chief Judge may appoint qualified members of the Advisory Commission to serve as alternates on the Board in the event of the unavailability of a Board member. Three Board members shall constitute a quorum, provided that either the Chairperson or person designated to act as presiding officer in his or her absence is present.

(b) The Chief Judge shall designate one member of the Appeals Board to serve as Chairperson. The Chairperson shall serve as the presiding officer at all Board meetings and hearings on contested claims. In the absence of the Chairperson, the Chairperson shall designate a Board member to serve as presiding officer.

(c) The Appeals Board shall meet at least quarterly at the call of the Chairperson to consider contested compensation claims. At least five days prior to the scheduled meeting, the Program shall forward to the members of the Board and alternate Board members the appeal documents and record of all cases in which an appeal has been filed. The Chairperson, or the member designated to act as presiding officer in his or her absence, shall prepare an agenda for each meeting and forward the agenda to each Board member, alternate Board member, and the Program prior to the scheduled meeting. The Board shall consider each case on the agenda and determine by majority vote of the quorum whether the determination of the Program shall be affirmed, modified, or reversed, or whether a hearing should be held prior to a decision of the Board.

(d) Appeals Board members shall not be compensated, but may be reimbursed for reasonable out-of-pocket expenses directly related to the Board's meetings. Requests for reimbursement must be in writing, supported by receipts and filed with the Program within 20 days of the meeting or hearing for which expense compensation is sought. Reimbursement for expenses shall not exceed twenty dollars per member per meeting.

(e) An Appeals Board member who becomes aware of a conflict of interest shall report it immediately, in writing, to the Chief Judge upon learning of the conflict. A conflict shall exist if a Board member is aware of any circumstances which would impair the Appeals Board member's ability to make an impartial decision concerning the claim, including but not limited to (1) a personal or professional relationship between the Board member and the claimant, offender, or an immediate family member of the claimant; or (2) personal knowledge of the crime for which compensation is sought or persons related in any way to the crime. The Chief Judge shall make a determination as to the existence of a conflict and appoint an alternate, if necessary.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 7

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
II. ELIGIBILITY

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 7 (2015)

Review Court Orders which may amend this Rule.

Rule 7. Eligibility for compensation.

(a) A claimant is eligible for compensation if:

(1) The claimant suffered injury as a result of a crime;

(2) The crime upon which the claim is based was reported to appropriate law enforcement officials within seven days of its occurrence or, if it could not reasonably be reported within that time, within seven days of when it could reasonably have been reported;

(3) The claimant files a claim with the Crime Victims Compensation Program within 1 year of the occurrence of the crime, or within one year of learning of the existence of the program provided that the claimant makes an adequate showing that the delay in learning of the program was reasonable;

(4) The claimant was at the time of the crime:

(A) a person who suffered personal injury or death in the District of Columbia;

(B) a resident of the District of Columbia who suffered personal injury or death as a result of a terrorist act or act of mass violence committed outside of the United States;

(C) a resident of the District of Columbia who suffered personal injury or death outside the District of Columbia in a state that does not have a crime victims compensation program that is eligible for funding under the Victims of Crime Act of 1984 (98 Stat. 2170, 42 U.S.C. § 10601 et seq.), as a direct result of:

(i) a crime;

(ii) assisting lawfully to apprehend a person reasonably suspected of committing or attempting to commit a crime;

(iii) assisting a person against whom a crime has been committed or attempted if the assistance was rendered in a reasonable manner;

(iv) attempting to prevent the commission of a crime; or

(v) a violation of sections 9 or 10 of the District of Columbia Traffic Act (D.C. Code 50-2201.04 and 50-2201.05) or a comparable state law regarding driving violations; and

(5) The claimant was a victim, secondary victim, or a person (not a provider of services) acting on behalf of a victim or secondary victim.

(b) Factors to be considered in determining the reasonableness of the reporting time shall include, but are not limited to:

(1) the physical or mental incapacity of the victim;

(2) the age of the victim;

(3) whether the injury to the victim was reasonably discoverable;

(4) the lack of a police report through no fault of the victim; and

(5) the failure or non-cooperation of persons who could reasonably have aided the victim in filing a report.



## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 7

A victim who does not report the crime to appropriate law enforcement officials may satisfy the reporting requirement (1) if he or she has been sexually assaulted, by seeking a sexual assault examination from a licensed medical treatment facility within a reasonable time period, or (2) if he or she is the victim of domestic violence, by obtaining a civil protection order or (3) if he or she is the victim of cruelty to children, by the filing of a neglect petition. If a victim of domestic violence is seeking assistance with temporary emergency housing and a civil protection order has not yet been issued but a temporary protection court order has been issued, the temporary protection order may satisfy the reporting requirement until the civil protection order is issued.

(c) An application for assistance may be denied in whole or in part if the Program finds that:

(1) Denial is appropriate due to the nature of the victim's or secondary victim's involvement in the events leading to the relevant crime; or

(2) The claimant failed to provide information to a requesting law enforcement agency or did not reasonably cooperate with law enforcement officials in apprehending the offender, except that refusal of a victim or claimant to testify against the offender may be excused if testifying would subject the victim or claimant to a substantial risk of serious physical or emotional injury.

Reasonable cooperation by the victim may include, but is not limited to, the following:

(A) Providing law enforcement officers with a true and accurate report of the crime;

(B) Participating in the investigation of the crime to assist law enforcement officers in the identification of a suspect; and

(C) Participating in prosecution procedures, including deposition, grand jury and trial.

(d) A claimant is not eligible for compensation if:

(1) The claimant/victim knowingly or willingly participated in or aided in the commission of the crime upon which the claim is based, as determined by evaluation of the Police Report, except that a secondary victim is not automatically ineligible for compensation under such circumstances;

(2) The claimant's/victim's consent, substantial provocation or substantial incitement caused the injury or death for which compensation is sought. Factors to be considered in determining consent, substantial provocation, and substantial incitement may include but are not limited to law enforcement documentation indicating:

(A) Whether charges were filed against the suspect;

(B) Whether the victim attempted to withdraw from the incident;

(C) Whether the victim deliberately provoked the offender by means of fighting words, racial or other bias-motivated taunting, or by threats coupled with overt actions indicating the victim's intent to carry out the threats;

(D) Comparable or reasonable force on the part of the suspect in response to an action of the victim;

(E) The amount of time from the beginning of the interaction between the victim and the suspect and the criminal act committed by the suspect;

(F) The age of the victim; and

(G) Comparable size or strength of the victim and suspect.

(e) Gang membership or co-habitation with the offender is not a disqualifying factor under this rule, unless the claimant would be substantially and unjustly enriched by an award.

(f) The award of compensation to the claimant shall not enrich the offender except in extraordinary circumstances where the interests of justice so require. Factors to be considered in determining whether an offender will be unjustly enriched shall include, but are not limited to:

(1) Whether the claimant is cooperating with law enforcement officers in the investigation and prosecution of the crime;

(2) Whether the offender will have access to the compensation paid to the claimant or a service provider on behalf of the victim;

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 7

- (3) The claimant's familial relationship to the offender; and/or
- (4) The presence of the offender in the claimant's household at the time of the award.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

NOTES APPLICABLE TO ENTIRE GROUP

ORDER

By action of the Board of Judges of this Court and pursuant to D.C. Code § 11-946, it is this 26th day of February, 1998:

ORDERED that the Superior Court Crime Victims Compensation Program Rules, set forth below, shall take effect forthwith and govern all proceedings under the Program hereafter commenced and, insofar as is just and practicable, all proceedings now pending.

By the Court:

February 26, 1998

/s/ Eugene N. Hamilton, Chief Judge



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
III. PROCEDURES FOR INITIATION OF CLAIM

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 8 (2015)

Review Court Orders which may amend this Rule.

Rule 8. Filing of application.

A claim is considered filed when the claimant submits a completed Application for Crime Victims Compensation ("Application"), to the Program Office. The Application may be mailed or delivered in person to the Program Office. If a person eligible for compensation is a minor or legally incompetent, a claim may be filed on such person's behalf by the person's parent, guardian or personal representative.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

**NOTES:** COMMENT.

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 8

The intent of the Rule is to allow guardians ad litem, even if not specified in the Rule, to file claims on behalf of minors or legal incompetents (Added Mar. 14, 2003).

## NOTES APPLICABLE TO ENTIRE GROUP

## ORDER

By action of the Board of Judges of this Court and pursuant to D.C. Code § 11-946, it is this 26th day of February, 1998:

ORDERED that the Superior Court Crime Victims Compensation Program Rules, set forth below, shall take effect forthwith and govern all proceedings under the Program hereafter commenced and, insofar as is just and practicable, all proceedings now pending.

By the Court:

February 26, 1998

/s/ Eugene N. Hamilton, Chief Judge



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
 III. PROCEDURES FOR INITIATION OF CLAIM

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 9 (2015)

Review Court Orders which may amend this Rule.

Rule 9. Contents of application.

The application for a claim shall contain the following:

- (a) Information or facts sufficient to establish eligibility;
- (b) Whether the claim is for injury, death benefits, or other compensable economic losses, or an emergency award;
- (c) Whether the claimant is a victim, a secondary victim or a person (not a provider of services) acting on behalf of the victim;
- (d) A description of the injury or death, date of crime, and any known information concerning the offender;
- (e) The name, address, phone number, social security number, birth date, sex, and primary language of the victim and/or claimant;
- (f) The name(s), address(es), social security number(s), birth date(s), sex and marital status of all dependents;

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 9

- (g) Itemizations of:
- (1) out-of-pocket expenses;
  - (2) medical expenses;
  - (3) collateral sources of income, including restitution;
  - (4) income;
  - (5) loss of earnings;
  - (6) loss of support;
  - (7) loss of services;
  - (8) funeral expenses;
  - (9) cost of temporary emergency food and housing;
  - (10) cost of replacement value of clothing kept as evidence;
  - (11) cost of cleaning the crime scene;
  - (12) cost of replacement doors, windows, locks or other items to secure the victim's home;
  - (13) cost of rental car for the period the victim's automobile is being held by the police as evidence or to collect evidence;
  - (14) expenses for moving where necessary for health and safety; and
  - (15) transportation expenses incurred by the victim or secondary victim for the following purposes:
    - (i) to participate in court proceedings;
    - (ii) to participate in the investigation or prosecution of the case;
    - (iii) to obtain medical care, supplies or equipment;
    - (iv) in the case of secondary victims, to obtain psychiatric, psychological, or mental health counseling required as a direct result of the crime;
    - (v) in the case of victims, to obtain physical or occupational therapy and rehabilitation; or
    - (vi) to obtain any other services required as a direct result of the crime.
  - (h) A declaration of subrogation and suit notification to be signed by the claimant;
  - (i) An information release authorization, including a written waiver of the physician-patient privilege regarding all medical records relating to the victim's injuries, and an affirmation to be signed by the claimant; and
  - (j) Such other information as the Program reasonably may require.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 10

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
III. PROCEDURES FOR INITIATION OF CLAIM

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 10 (2015)

Review Court Orders which may amend this Rule.

Rule 10. Processing of application.

Upon the filing of an application, the Program will date stamp the application and assign to it a claim number and a claims examiner. Applications shall be assigned to claims examiners on a rotating basis, subject to the Program Director's discretion where special needs are identified.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
III. PROCEDURES FOR INITIATION OF CLAIM

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 11 (2015)

Review Court Orders which may amend this Rule.

Rule 11. Request for law enforcement verification.

Verification information shall be requested from the applicable law enforcement agency in order to determine whether the claimant meets the law enforcement reporting requirement. The Program shall hand-deliver or mail the Request for Law Enforcement Verification to the law enforcement agency within five working days of the filing of a claim. The information requested shall include Metropolitan Police Department reports PD 251 and PD 255, or comparable reports from other law enforcement agencies, and any affidavit or other written statement that relates to the offense, is signed by the claimant and/or victim, and is in the possession of the law enforcement agency. The law enforcement agency shall be requested to return the completed, signed Law Enforcement Verification Form to the Program by first-class mail or by messenger within 21 working days of receipt of the Request for Law Enforcement Verification.

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 11

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
III. PROCEDURES FOR INITIATION OF CLAIM

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 12 (2015)

Review Court Orders which may amend this Rule.

Rule 12. Request for prosecution information.

The following information shall be requested from the United States Attorney's Office or other prosecuting agency when necessary:

- (a) Whether the victim cooperated with law enforcement agencies;
- (b) Whether the victim contributed to his or her injury;
- (c) Whether the victim committed or aided in the commission of the crime;
- (d) Whether the victim resided in the same household with the claimant at the time of the crime; and
- (e) Disposition of the case, including whether restitution has been or will be sought or ordered, except that information on the disposition of cases involving juveniles prosecuted by the District of Columbia Corporation Counsel shall not be disclosed.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 13

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
III. PROCEDURES FOR INITIATION OF CLAIM

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 13 (2015)

Review Court Orders which may amend this Rule.

Rule 13. Request for medical expense and treatment verification.

All providers of medical services to the victim, including but not limited to hospitals, physicians, and mental-health clinics, shall be sent a Medical Expense and Treatment Verification Form, requesting a copy of all of the victim's medical records and bills for treatment relating to injuries from the offense. The Form shall include a written waiver of the physician-patient privilege regarding all medical records relating to the victim's injuries as required by Rule 9(i).

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
III. PROCEDURES FOR INITIATION OF CLAIM

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 14 (2015)

Review Court Orders which may amend this Rule.

Rule 14. Request for employment information.

If a claimant files an application for loss of earnings or support the following information shall be requested from the victim's employer:

- (a) The employee's name, address, date employed, job title, days and hours worked per week, and time lost as a result of the crime;
- (b) Gross earnings, federal and district taxes, and withholdings and other income; and
- (c) Benefits available for medical expenses and loss of earnings.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 15

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
III. PROCEDURES FOR INITIATION OF CLAIM

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 15 (2015)

Review Court Orders which may amend this Rule.

Rule 15. Request for funeral expenses verification.

If a claimant files an application for funeral expenses, the funeral bill shall be requested, along with a statement of what funeral expenses, if any, have been paid by any other agency or source.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
III. PROCEDURES FOR INITIATION OF CLAIM

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 16 (2015)

Review Court Orders which may amend this Rule.

Rule 16. Procedure for claim determination.

(a) Upon the receipt of verification requests, a claims examiner of the Program shall process and initially determine whether a claimant qualifies for program benefits. If the claimant is eligible for benefits, the claim examiner shall evaluate crime related losses, and:

- (1) May refer claimant to collateral sources;



## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 16

(2) Shall contact providers to confirm payments from collateral sources and/or the victim's receipt or entitlement to such payment;

(3) Shall compute entitlement to Program benefits;

(4) Shall prepare payment requests for approval by the Director and transmittal to the Budget and Finance Operations Division of the Superior Court; and

(5) Shall make appropriate deductions in compensation where the conduct of the victim in the crime causes a partial denial of compensation.

(b) If verification is not received, the claim may be processed, but the provider from whom pending documentation has not been received shall be sent a letter informing the provider that benefits will be considered only upon receipt of verification.

(c) Upon recommendation of denial of a claim, the claims examiner shall explain and document the reasons for denial, and forward the file to the Director for final decision.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
 IV. NOTICE OF DETERMINATION AND RIGHT TO APPEAL AND JUDICIAL REVIEW

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 17 (2015)

Review Court Orders which may amend this Rule.

Rule 17. Notice of determination.

(a) The Program shall send a Notice of the Determination to the claimant by first class mail. The Notice shall contain the following:

- (1) A statement of whether the claim is granted, denied, or granted in part and denied in part;
- (2) The amount of any award or partial award for loss of earnings, support or services and out-of-pocket expenses;
- (3) The reasons for the Determination;
- (4) Instructions for (A) requesting reconsideration or (B) an appeal before the Board, and notice of the availability of *pro bono* representation; and
- (5) A statement indicating any service provider that will be paid directly and the amount to be paid.

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 17

(b) A claimant may agree in writing to a final determination at any time and thereby waive his or her right to reconsideration, appeal or both.

(c) If no request for reconsideration or an appeal is made within 30 days of receiving the determination, the determination shall become final.

## NOTES APPLICABLE TO ENTIRE GROUP

## ORDER

By action of the Board of Judges of this Court and pursuant to D.C. Code § 11-946, it is this 26th day of February, 1998:

ORDERED that the Superior Court Crime Victims Compensation Program Rules, set forth below, shall take effect forthwith and govern all proceedings under the Program hereafter commenced and, insofar as is just and practicable, all proceedings now pending.

By the Court:

February 26, 1998

/s/ Eugene N. Hamilton, Chief Judge



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
IV. NOTICE OF DETERMINATION AND RIGHT TO APPEAL AND JUDICIAL REVIEW

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 18 (2015)

Review Court Orders which may amend this Rule.

Rule 18. Request for reconsideration.

The claimant may, within 30 days after receiving the determination, request reconsideration based on new or previously unavailable evidence. Upon the written request of a claimant for reconsideration and the submission of new evidence which could change the determination in whole or in part, the Program may reconsider the determination. New evidence only shall be accepted if it is material to the claim and would affect the determination. The Program must render a decision based on the additional evidence within 30 days after receiving it. The Program may affirm, modify, or reverse its initial decision. The Program shall send a Notice of Decision on Reconsideration, and the reasons therefor to the claimant by first class mail, along with instructions for filing an appeal.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
IV. NOTICE OF DETERMINATION AND RIGHT TO APPEAL AND JUDICIAL REVIEW

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 19 (2015)

Review Court Orders which may amend this Rule.

Rule 19. Modification of determination by program.

The Program may reconsider and modify a determination at any time if new evidence reveals that the claimant was not eligible for an award, was guilty of contributory misconduct, knowingly provided false information in support of a claim, or suppressed relevant information concerning a claim.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
IV. NOTICE OF DETERMINATION AND RIGHT TO APPEAL AND JUDICIAL REVIEW

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 20 (2015)

Review Court Orders which may amend this Rule.

Rule 20. Appeal of determination or decision on reconsideration.

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 20

(a) A claimant may within 30 days of receiving the determination, or within 30 days of receiving the notice of decision on reconsideration, appeal the determination or decision on reconsideration to the Board. The appeal must be filed with the Program within 30 days of receiving the determination or notice of decision on reconsideration. The Program shall forward the appeal to members of the Board.

(b) The Board shall consider the appeal on the record at the next meeting scheduled after receiving the appeal, provided that the appeal and the record are received at least five (5) days prior to the meeting. Within 20 days after the meeting, the Board shall either (1) provide the claimant with its written decision, explaining its determination and the reasons therefor, or (2) give notice to the claimant that it will hold a hearing on the appeal.

(c) If the Board determines that it will hold a hearing in a particular case, it shall provide written notice to the claimant within 60 days of the Board meeting at which the appeal was discussed, including the time, date and place of the hearing. The hearing shall occur within 30 days after the issuance of the Notice of Hearing on the Appeal, unless the claimant or claimant's counsel submits a written request to the Chairperson of the Board for a continuance of the hearing.

(d) The claimant shall have the burden of proof on appeal. The standard of proof before the Board shall be by a preponderance of the evidence. The claimant and the Program shall be allowed a reasonable time for presentation or oral argument or for the filing of briefs or other pleadings as to the facts or the law.

(e) The Board may proceed as it determines and may consider any statement, document, information or other matter that it finds is relevant to the determination of the appeal and necessary to afford the parties a fair hearing.

(f) The Board may accept hospital records and physicians reports as proof of the injury sustained, without requiring the presence of an attending physician at the hearing.

(g) In disputes as to medical facts, the Program may order a medical examination of the victim by a physician designated and compensated by the Program.

(h) All witnesses shall testify under oath or by affirmation. All hearings shall be recorded by a court reporter or an electronic sound recording device, and maintained as the Board directs. The Program may examine the claimant and all witnesses.

(i) The Board shall not be bound by common law or statutory rules of evidence, or by technical or formal rules of procedure, other than the rules stated herein.

(j) Hearings may be adjourned at the discretion of the Board Chairperson.

(k) The failure of the claimant to appear at the time of the hearing may, upon good cause shown, be excused and the hearing rescheduled.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

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## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 21

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
IV. NOTICE OF DETERMINATION AND RIGHT TO APPEAL AND JUDICIAL REVIEW

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 21 (2015)

Review Court Orders which may amend this Rule.

Rule 21. Judicial review of board decisions.

A Final Decision by the Board may be appealed to the Chief Judge by filing a Request for Judicial Review with the Program within 30 days of the date of the issuance of the Final Decision. The Program shall forward the Request for Judicial Review immediately to the Chief Judge, together with the claim file and record of the Board Proceeding. The Chief Judge shall have power to affirm, modify, or set aside the Final Decision by the Board, in whole or in part, and if necessary, to remand the case for further proceedings. The decision of the Chief Judge shall be final.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 22 (2015)

Review Court Orders which may amend this Rule.

Rule 22. Compensation limit.

Compensation for any one claim shall not exceed \$ 25,000. A claim refers to all requests for compensation arising from a single victimization. Claims are payable subject to the availability of monies in the Fund.

NOTES APPLICABLE TO ENTIRE GROUP

ORDER

By action of the Board of Judges of this Court and pursuant to D.C. Code § 11-946, it is this 26th day of February, 1998:

ORDERED that the Superior Court Crime Victims Compensation Program Rules, set forth below, shall take effect forthwith and govern all proceedings under the Program hereafter commenced and, insofar as is just and practicable, all proceedings now pending.

By the Court:

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 22

February 26, 1998

/s/ Eugene N. Hamilton, Chief Judge



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
 V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 23 (2015)

Review Court Orders which may amend this Rule.

Rule 23. Computation of compensation award.

(a) The compensation award shall be equal to the claimant's economic loss decreased by the amount received or available to the claimant from any emergency payments and collateral sources including payment and benefits from:

- (1) The person who committed the crime, or someone on his or her behalf;
- (2) A wage continuation program of an employer;
- (3) A contract of life, health, disability, liability, or fire and casualty insurance, or a contract providing prepaid hospital or health care benefits;
- (4) Proceeds of a lawsuit brought as a result of a crime;
- (5) Life Insurance proceeds of more than \$ 50,000; and
- (6) The United States, the District of Columbia, a state or territory of the United States or its political subdivisions, or an agency of the foregoing, including Social Security, Medicare, Medicaid, Workers' Compensation, Public Employees' Disability Compensation, the Department of Human Services, the Department of Health, the Child and Family Services Agency, and Court Social Services.

(b) Compensation awards may be reduced if it is determined by the Program that a reduction is warranted due to the nature of the victim's involvement in the events leading up to the crime, or the claimant's failure to cooperate with law enforcement officials.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 24 (2015)

Review Court Orders which may amend this Rule.

Rule 24. Medical expenses.

(a) Compensation for medical expenses may be awarded when the claimant demonstrates economic loss as a result of a crime involving death or injury, including pregnancy and emotional trauma.

(b) Medical expenses include, but are not limited to:

(1) Ambulance, hospital, surgical, medical, nursing, dental, optometric, ophthalmologic, chiropractic, podiatric, in-patient mental health, and pregnancy-related care;

(2) Medical, dental, hearing, and surgical supplies; and

(3) Crutches and prosthetic devices taken, lost or destroyed during the commission of the crime, as well as new prosthetic devices which became necessary as a direct result of the crime, training in the use of such devices, and prescription eye glasses, taken, lost, or destroyed during the commission of the crime.

(c) Compensation may be awarded for costs incurred for pregnancy resulting from a sexual assault. This includes the cost of an abortion, or prenatal care and delivery, but not the cost of raising a child conceived through sexual assault.

(d) Compensation for mental health expenses shall not exceed \$ 3,000 for adults and \$ 6,000 for minor children. Out-patient mental health counseling expenses which became necessary as a direct result of the crime are compensable if provided by a (1) licensed psychiatrist or psychologist, (2) licensed social worker, or (3) licensed marriage, family, or child counselor, if such licensed practitioner provides services within the scope of his or her licensure.

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## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 25

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 25 (2015)

Review Court Orders which may amend this Rule.

Rule 25. Funeral, burial or cremation expenses.

Compensation of up to \$ 6,000 may be awarded for reasonable expenses incurred for actual services related to funeral, burial or cremation. Compensation shall not be payable for clothing for the victim's family members or dependents.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 26 (2015)

Review Court Orders which may amend this Rule.

Rule 26. Crime scene clean-up.

Compensation of up to \$ 1000 may be awarded to claimants for reasonable costs associated with cleaning up the crime scene. Compensable items include the reasonable cost of cleaning supplies, rented or purchased equipment necessary for cleanup, and labor associated with the cleanup. Except as otherwise provided in these rules, no reimbursement shall be awarded to replace or repair property damaged as a result of the crime.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 27 (2015)

Review Court Orders which may amend this Rule.

Rule 27. Replacement clothing.

Reasonable compensation up to \$ 100 may be awarded for the replacement value of clothing of a living victim which is held by law enforcement officials for evidentiary purposes.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 28 (2015)

Review Court Orders which may amend this Rule.

Rule 28. Loss of earnings.

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 28

Loss of earnings may be compensated for a total period of up to 52 weeks after the date of the crime, in an amount not to exceed the lesser of 80% of the victim's net pay or \$ 10,000. An award of loss of earnings shall be subject to ongoing review, based on the claimant's average earnings at the time of the crime, and computed and paid out periodically in accord with guidelines established by the Program. If the victim was unemployed, was receiving unemployment compensation at the time of the crime, and the compensation was terminated because the victim no longer qualified for compensation as a result of circumstances relating directly or indirectly to the crime, an award may be made in the amount of money the victim would have received in unemployment compensation benefits but for the crime.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 29 (2015)

Review Court Orders which may amend this Rule.

Rule 29. Temporary housing.

Upon referral by a prosecutor, law enforcement officer, judicial officer, or victims advocate, the cost of temporary emergency food and housing for a period of up to 120 days may be awarded. The maximum award for temporary emergency housing shall be \$ 3,000. The maximum award for emergency food shall be \$ 400. No award shall be made for temporary emergency housing until a victim has exhausted all benefits under any program administered by the U.S. Attorney's Office including the U.S. Attorney's Emergency Witness Assistant Program.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



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## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 30

\*\*\* This document reflects changes received for State Rules through October 29, 2015 and \*\*\*  
\*\*\* for Federal Rules through October 15, 2015. With recent annotations. \*\*\*

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 30 (2015)

Review Court Orders which may amend this Rule.

## Rule 30. Loss of support.

Loss of support for dependents resulting from death or disability shall be limited to \$ 2,500 per dependent not to exceed \$ 7,500 per victimization.

(a) Surviving Spouse. If the claimant is the surviving spouse with or without a dependent child or children, the Program shall:

(1) Determine the victim's average net weekly income for the three (3) months immediately preceding the crime and multiply by 52, or if the victim was self-employed, the net annual profit for the calendar year immediately preceding the crime, subtracting the tax liability for social security tax, federal income tax, city income tax and local wage taxes to establish the net adjusted profit;

(2) Attribute 80% of the net adjusted profit or income as support to the surviving dependents; and

(3) Multiply the net annual loss of support by the number of years of expected support.

(b) Guardian. If the claimant is a guardian of the dependent child or children of the victim, the Program shall:

(1) Determine the victim's net annual income for the twelve (12) months immediately preceding the crime, or if the victim was self-employed, the net annual profit for the calendar year immediately preceding the crime, subtracting the tax, liabilities for social security, Federal income tax, city income tax and local wage taxes to establish the net adjusted profit;

(2) Attribute 80% of annual income or the net adjusted profit as support to the surviving dependent or dependents;

(3) Determine the number of years until the dependent or dependents shall attain the age of 18 and could have reasonably expected to be supported by the victims;

(4) Multiply the number of years of expected support by the net annual loss of support; and

(5) Prorate the award among the dependent children.

(c) Principal Supporter. If the victim is or was responsible for the principal support of the claimant, the Program shall determine the amount of annual support provided by the victim to the claimant and multiply the net annual amount of support contributed by the victim to the claimant by the number of years during which support could have been expected.

(d) Pensioner. If the victim was a pensioner, the Program shall attribute 80% of all pension income received by the victim as support to the claimant. The claimant must submit documents to show the amount of support received from the pensioner.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

USER NOTE: For more generally applicable notes, see notes under the first section of this group or subgroup.



SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 31

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 31 (2015)

Review Court Orders which may amend this Rule.

Rule 31. Loss of services.

Compensation for loss of services may be awarded for the physical care the victim would have provided to dependents if the victim had lived or had not been disabled, the replacement services necessary as the result of the injury or death of the victim such as housekeeping, child care, etc., and replacement wages for a person who assumes responsibility for the services previously provided by the victim. Compensation for loss of services shall be limited to the minimum hourly wage for the District of Columbia, and shall not exceed \$ 200 per week and \$ 2,500 per victimization.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 32 (2015)

Review Court Orders which may amend this Rule.

Rule 32. Securing residence.

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 32

Compensation of up to \$ 1,000 may be awarded for the reasonable cost of replacement of doors, windows, locks or other items necessary to secure the victim's home or other place of residence, except that the costs of guard dogs, other animals, guns or other weapons shall not be awarded.

**HISTORY:** Enacted by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
 V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 33 (2015)

Review Court Orders which may amend this Rule.

Rule 33. Rental car.

Compensation of up to \$ 2,000 may be awarded for the reasonable cost of a rental car for the period of time that a victim or secondary victim's automobile is being held by the police as evidence or to collect evidence.

**HISTORY:** Enacted by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 34

## V. AWARDS OF COMPENSATION

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 34 (2015)

Review Court Orders which may amend this Rule.

Rule 34. Moving expenses.

Upon referral by a prosecutor, law enforcement officer, judicial officer, medical or mental health services provider, or victims advocate, compensation of up to \$ 1,500 may be awarded for reasonable moving expenses where necessary for health or safety. No award shall be made for moving expenses until a victim has exhausted all benefits under any program administered by the U.S. Attorney's Office including the U.S. Attorney's Emergency Witness Assistant Program.

**HISTORY:** Enacted by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
V. AWARDS OF COMPENSATION

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 35 (2015)

Review Court Orders which may amend this Rule.

Rule 35. Transportation expenses.

Up to \$ 500 for necessary out of state travel and up to \$ 100 for all local transportation, not to exceed a total of \$ 600 per claim, may be awarded for reasonable transportation expenses incurred by the victim or secondary victim for the following purposes:

- (1) to participate in court proceedings;
- (2) to participate in the investigation or prosecution of the case;
- (3) to obtain medical care, supplies or equipment;
- (4) in the case of secondary victims, to obtain psychiatric, psychological, or mental health counseling required as a direct result of the crime;
- (5) in the case of victims, to obtain physical or occupational therapy and rehabilitation; or

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 35

(6) to obtain any other services required as a direct result of the crime.

**HISTORY:** Enacted by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
 V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 36 (2015)

Review Court Orders which may amend this Rule.

Rule 36. Payments of claims.

Awards may be paid in a lump sum, in trust, in installment payments or may be paid directly to a provider of medical services or for other expenses relating to economic loss.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
 V. AWARDS OF COMPENSATION

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 37

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 37 (2015)

Review Court Orders which may amend this Rule.

Rule 37. Emergency awards.

Emergency awards not exceeding \$ 1,000 may be made when it appears likely that a claimant will be approved for compensation. Awards will only be granted where a claimant can show a compelling need or that the claimant is unable to afford the basic necessities of food, clothing and shelter, as a direct result of the crime that is the basis of the claim. To receive an emergency award, a claimant must produce law enforcement verification evidencing that a crime has been committed, written proof of the financial emergency (e.g., a notice of eviction from the landlord, a shut-off notice from the utilities company, other correspondence, bank records or other documents which demonstrate an inability to overcome the emergency, and if the financial emergency is caused by a wage loss, a letter or certificate from the employer stating that the victim was employed in good standing but cannot work due to the incident, and that the victim does not have any sick leave benefits available. If compensation is awarded, the Program shall deduct the amount of the emergency award from any final award. If the emergency award is greater than the final award, the claimant must repay the difference. If compensation is not awarded, the claimant must repay the emergency award in its entirety.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
 V. AWARDS OF COMPENSATION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 38 (2015)

Review Court Orders which may amend this Rule.

Rule 38. Availability of monies in the Crime Victims Fund.

(a) All compensation awards are subject to the availability of monies in the Fund. No compensation payments shall be made which exceed the amount of money in the Fund. The Court is not liable for a Final Determination of an award of compensation except to the extent that unencumbered monies are available in the Fund on the date the award is ordered.

(b) All compensation awards shall be paid in the order that they are forwarded to the Budget and Finance Operations Division of the Court by the date of the Request for Payment. When a Final Determination for an award is made and forwarded to the Budget and Finance Operations Division, the funds for payment of the award are thereby encumbered.



## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 38

(c) If there are insufficient funds to pay an award, the claimant may agree to a proportional reduction of benefits. This reduction of benefits may be agreed to in order to receive compensation payments at an earlier date. A claimant who accepts a proportional reduction of benefits waives entitlement to the remaining portion of the settlement and thus may not in future years file for the amount of the reduction in claims.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
VI. ATTORNEY'S FEES

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 39 (2015)

Review Court Orders which may amend this Rule.

Rule 39. Attorney's fees.

(a) Reasonable fees and costs may be awarded to an attorney for services rendered only in connection with an appeal proceeding under the Act.

(b) No attorney may charge, demand, receive, or collect any fee for services rendered on any claim appeals proceeding in any amount larger than \$ 500 or 10% of the claimant's award, whichever is less, as set forth in D.C. Code § 4-512(g).

(c) If a claimant designates an attorney to represent the claimant's interests in the claim appeals proceeding, such attorney shall file a notice of appearance with the Program. Such notice shall remain in effect unless the party represented files with the Program a written discharge of the attorney, the attorney with the consent of the claimant files with the Program a written statement of withdrawal from the case, or the attorney makes an oral statement of withdrawal from the case on the record at the hearing, and states the reason for said withdrawal.

(d) To receive compensation for attorney's fees, the claimant or the claimant's attorney must file with the Program a statement of services listing the nature of each service rendered, the amount of time spent in rendering each service and the hourly rate charged by the attorney to claimant for the services performed.

(e) If an attorney asserts a false claim as to the services rendered or the time spent, the Program may reduce or deny the attorney's fee, in whole or in part.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

NOTES APPLICABLE TO ENTIRE GROUP

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 39

## ORDER

By action of the Board of Judges of this Court and pursuant to D.C. Code § 11-946, it is this 26th day of February, 1998:

ORDERED that the Superior Court Crime Victims Compensation Program Rules, set forth below, shall take effect forthwith and govern all proceedings under the Program hereafter commenced and, insofar as is just and practicable, all proceedings now pending.

By the Court:

February 26, 1998

/s/ Eugene N. Hamilton, Chief Judge



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
VII. SUBROGATION AND PRESERVATION OF CIVIL ACTION

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 40 (2015)

Review Court Orders which may amend this Rule.

Rule 40. Restitution, subrogation, and preservation of civil action.

An award under these rules shall not affect the claimant's right to recover damages from the offender or third parties, or to obtain restitution from the offender. Upon applying for compensation, where a claimant recovers damages or receives restitution, a claimant must sign an agreement subrogating the District of Columbia to the claimant's right against the offender or third parties to the extent of any compensation awarded by the Program. On the application for compensation, the claimant must sign a declaration that the claimant will notify the Program of the institution of any suit against the offender for damages or restitution.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

NOTES APPLICABLE TO ENTIRE GROUP

## ORDER

By action of the Board of Judges of this Court and pursuant to D.C. Code § 11-946, it is this 26th day of February, 1998:

## SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 40

ORDERED that the Superior Court Crime Victims Compensation Program Rules, set forth below, shall take effect forthwith and govern all proceedings under the Program hereafter commenced and, insofar as is just and practicable, all proceedings now pending.

By the Court:

February 26, 1998

/s/ Eugene N. Hamilton, Chief Judge



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SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM  
VIII. FALSE CLAIMS

SUPERIOR COURT CRIME VICTIMS COMPENSATION PROGRAM Rule 41 (2015)

Review Court Orders which may amend this Rule.

Rule 41. Prosecution of false claims.

Upon a finding that a claim has been falsely asserted, the Program shall refer the claim to the appropriate law enforcement agency for investigation.

**HISTORY:** Amended by Admin. Order 03-10, March 14, 2003.

NOTES APPLICABLE TO ENTIRE GROUP

ORDER

By action of the Board of Judges of this Court and pursuant to D.C. Code § 11-946, it is this 26th day of February, 1998:

ORDERED that the Superior Court Crime Victims Compensation Program Rules, set forth below, shall take effect forthwith and govern all proceedings under the Program hereafter commenced and, insofar as is just and practicable, all proceedings now pending.

By the Court:

February 26, 1998

/s/ Eugene N. Hamilton, Chief Judge