



**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.
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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.

ANTI-COLLUSION STATEMENT

TO ALL BIDDERS/OFFERORS:**THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.**

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

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

BY: _____

COMPANY_____
BUSINESS ADDRESS

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

City and State_____
Notary Public

ETHICS IN PUBLIC CONTRACTING

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

BY: _____

COMPANY

NON DISCRIMINATION

Employment discrimination by contractor is prohibited.

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

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

BY: _____

COMPANY

CERTIFICATION OF ELIGIBILITY

PROJECT NAME: _____

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

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

Contractor_____
Date_____
President or Authorized Official_____
Title

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

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

City and State_____
Notary Seal_____
Notary Public

TAX CERTIFICATION AFFIDAVIT

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

_____, 20 ____.

I hereby certify that:

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

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

 Signature of Person Authorized to Sign
 This Document

 Title

 Typed or Printed Name

Name of Organization _____

Notary: Subscribed and sworn before me this ____ day of _____, 20 at

 Month and Year at _____
 City and State

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

A. Definition as used in this provision:

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

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

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

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

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

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

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

- (ii) Notify the employer of any criminal drug 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 theses provisions, renders the bidder/offeror unqualified and ineligible for award.
- E. In addition to other remedies available to the D.C. Courts, the certification in paragraphs (B) and (C) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Concurrence:

AUTHORIZED CONTRACTOR PERSONNEL

Name: _____

Signature: _____

Title: _____

Date: _____



District of Columbia Courts Oracle Supplier Request Form

Date: _____ Requestor: _____ Request Type: _____

Budget and Finance Division Use Only

SAM Registration Waived, FAR Clause: _____ SAM Waiver Approver: _____

Supplier Classification: _____ Supplier Type: _____

DCC Service Type: _____ Pay Group: _____

Payment Terms: _____ Approver: _____

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 332 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

Required Information from All Suppliers

| | | | |
|----------------------------------|--|------------|--|
| Supplier Name: | | | |
| DUNS Number: | | Cage Code: | |
| Taxpayer ID: | | | |
| ALC (if Federal): | | | |
| Trading Partner ID: (if Federal) | | | |
| Mailing Address: | | | |
| Bank Name: | | | |
| Bank Routing Number (ABA): | | | |
| Bank Account Number: | | | |
| Checking/Savings: | | | |

Additional Information Required from Defender Services Suppliers Only**Type of Service Provider:**

Attorney (Bar Number): _____ Non-Attorney: _____

Web Voucher System Module [Select Module(s)]: _____ Court of Appeals _____ Superior Court _____ Probate _____

Email Address: _____

Optional Information:

| | |
|-------------------|--|
| Alternate Name: | |
| Telephone Number: | |
| Contact Info: | |
| E-mail Address: | |

IBC Use Only:

The above information has been added/updated into Oracle and data input verified for accuracy according to procedures.

Data input by: _____ On date: _____

Passed verification by: _____ On date: _____

Verification Notes (include initials/date for each entry): _____

Instructions for the DC Courts Oracle Supplier Request Form

All DC Courts suppliers are required to set up and maintain an active SAM registration by May 2018.



TIP: If you already have a DUNS Number and an active System for Award Management (SAM) registration, Complete only the “Supplier Name” and “DUNS Number” fields.

Suppliers who are not registered with SAM may follow the link below for a quick guide and instructions on SAM registration. There are no fees associated with obtaining a DUNS number, registering your entity with SAM, or maintaining your registration.

https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf

Suppliers who are already registered with SAM may type “quick guide for updating SAM” in the browser search bar to locate the link to a quick guide and instructions on updating and renewing their registration.

Required Information:

| | | |
|---|---------------------------------|---|
| All Suppliers | Supplier Name | The official name of the supplier. This name will be used on printed checks, if the supplier is not paid via EFT, and on 1099 or other IRS forms. |
| | DUNS Number | The supplier’s DUNS number. If the supplier does not have a DUNS number, a supplier code will be assigned when the data is entered to the system. (SAM waiver exception will be needed) |
| | Cage Code | Provide the Cage Code with your DUNS number if you have multiple sites associated with your SAM registration. |
| | Taxpayer ID | The supplier’s taxpayer Identification number (TIN or SSN). |
| | Supplier Type | Federal is for federal government agency only. Non-Federal is for all other supplier types not specified (i.e. not an employee, not a non-employee traveler). |
| | ALC (if Federal) | Federal Agency’s ALC. |
| | Trading Partner ID (if Federal) | Federal Agency’s Trading Partner ID. |
| | Mailing Address | An address is required for all suppliers, even those paid via EFT. Enter the full address of the supplier: Street Address, City, State and Zip Code. If a foreign country, include Province and Postal Code as appropriate. |
| | Bank Name | The name of the supplier’s bank. |
| | Bank Routing Number | The routing number (ABA number) for EFT deposits to supplier’s bank. |
| | Bank Account Number | The supplier’s bank account number. |
| | Checking/Savings | C – Checking or S – Savings |
| Defender Services Suppliers Only | Attorney’s Bar Number | The attorney’s bar number must be recorded for use in the Web Voucher System. |
| | Non-Attorney | Use the dropdown menu to identify the service being provided to the Courts. If your service is not listed, type the service in this field. |
| | Web Voucher System Module | Select the radio button associated with the panel for which you will be providing services (you may choose more than one). |
| | Email Address | You must provide a valid e-mail address to receive official Court business communications. |

Optional Information:

| | | |
|--|------------------|---|
| | Alternate Name | This field is used for query or secondary reference purposes only. You may enter another name for this supplier; for example, when a company uses a DBA. |
| | Telephone Number | The main telephone number for this supplier. |
| | Contact Info | Name, Title, and Telephone Number of supplier contact. |
| | E-mail Address | Record supplier’s e-mail address. This field may be used to send remittance advice information to the supplier via email (for clients who have selected to use this feature). |

DC Courts PAST PERFORMANCE QUESTIONNAIRE
CONTRACT INFORMATION (Contractor/Offeror to complete Blocks 1-4)

1. Contractor/Offeror Information

Firm Name:

Address:

Phone Number:

Contact Name:

Email Address:

DUNs Number:

2. General Work Information Work performed as:

Prime Contractor

Sub-Contractor

Joint Venture

Other (Please explain):

Percent (%) of project work performed:

If a subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type:

Firm Fixed Price

Cost Reimbursement

Other (Please explain):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:



DC Courts PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (Contractor/Offeror to complete Blocks 1-4)

Original Contract Price (Award Amount):

Final Contract Price (to include all modifications, if applicable):

Explain Differences:

4. Project Description Complexity of Work:

High

Medium

Routine How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: The DC Courts requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to the DC Courts with their proposal and may duplicate this questionnaire for future submission on the DC Courts solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to the DC Courts. Please contact the offeror for the DC Courts POC information. The DC Courts reserves the right to verify any and all information on this form.



DC Courts **PAST PERFORMANCE QUESTIONNAIRE**

Past Performance Rating Definitions

Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

| Rating | Definition | Notes |
|---------------------------|--|---|
| (E) Exceptional | Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. | An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified. |
| (VG) Very Good | Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. | A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Client. There should have been no significant weaknesses identified. |
| (S) Satisfactory | Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. | A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract. |
| (M) Marginal | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. | A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Client. |
| (U) Unsatisfactory | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. | An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. |
| (N) Not Applicable | No information or did not apply to your contract | Rating will be neither positive nor negative. |



DC Courts PAST PERFORMANCE QUESTIONNAIRE

To Be Completed by Client

1. Client Information

Name:

Title:

Phone Number:

Contact Name:

Email Address:

2. Project Information

Contract Type:

Contract Title:

Contract Location:

Describe your role in the project:

Date Questionnaire was completed (mm/dd/yy):

Client Signature:

Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.

1. Quality:

E VG S M N U

a. Quality of technical data/report preparation efforts

b. Ability to meet quality standards specified for technical performance

c. Timeliness/effectiveness of contract problem resolution without extensive customer guidance

d. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).

2. Schedule/Timeliness of Performance:

E VG S M N U

a. Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below.)

b. Rate the contractor's use of available resources to accomplish tasks identified in the contract



DC Courts PAST PERFORMANCE QUESTIONNAIRE

To Be Completed by Client

| | | | | | | | |
|---|---|-----|----|----|---|---|---|
| 3. Customer Satisfaction: | | E | VG | S | M | N | U |
| a. | To what extent were the end users satisfied with the project? | | | | | | |
| b. | Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | | | | | | |
| c. | To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | | | | | | |
| d. | Overall customer satisfaction | | | | | | |
| 4. Management/ Personnel/Labor: | | E | VG | S | M | N | U |
| a. | Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force? | | | | | | |
| b. | Ability to hire, apply, and retain a qualified workforce to this effort. | | | | | | |
| c. | Ability to simultaneously manage multiple projects with multiple disciplines. | | | | | | |
| d. | Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes. | | | | | | |
| e. | Effectiveness of overall management (including ability to effectively lead, manage and control the program) to include the use of web-based project management software. | | | | | | |
| 5. Cost/Financial Management: | | E | VG | S | M | N | U |
| a. | Ability to meet the terms and conditions within the contractually agreed price(s)? | | | | | | |
| b. | Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client. | | | | | | |
| c. | Is the Contractor's accounting system adequate for management and tracking of costs? (If no, please explain in comment section below.) | | | | | | |
| 6. Safety/Security: | | E | VG | S | M | N | U |
| a. | To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? | | | | | | |
| b. | Contractor complied with all security requirements for the project and personnel security requirements | | | | | | |
| 7. General: | | E | VG | S | M | N | U |
| a. | Ability to successfully respond to emergency and/or surge situations (including notifying COTR, CM or Contracting Officer in a timely manner regarding urgent contractual issues). | | | | | | |
| b. | Compliance with contractual terms/provisions (If there were specific issues, please explain in the comments sections below) | | | | | | |
| c. | In summary, provide an overall rating for the work performed by this contractor. | | | | | | |
| 8. Sustainability: | | | | | | | |
| Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems.) (If yes, please explain in the comments section below.) | | Yes | | No | | | |
| 9. Summary: | | | | | | | |
| Would you hire or work with this firm again? (If no, please explain in the comments section below.) | | Yes | | No | | | |



District of Columbia Courts

DC Courts PAST PERFORMANCE QUESTIONNAIRE


To Be Completed by Client

Comment Section: Please provide additional information below and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

Federal ID Number 52-2059892

Dunst # 941345923

| GOVERNMENT OF THE DISTRICT OF COLUMBIA | |
|---|---------------------------|
| Department of Finance and Revenue Audit, Compliance and Investigation Administration | |
| CERTIFICATE OF EXEMPTION | |
| ISSUED PURSUANT TO DISTRICT OF COLUMBIA SALES AND USE TAX ACTS | |
|  | |
| THIS CERTIFIES THAT | |
| DISTRICT OF COLUMBIA COURTS 500 Indiana Avenue N. W. Rm. 1500 Washington, D. C. 20001 | |
| CERTIFICATE NUMBER | DATE ISSUED MO. DAY Y. |
| 9199 46164 05 | 02 07 81 |
| THIS CERTIFICATE IS NONTRANSFERABLE <i>Carolyn L. Smith</i> DIRECTOR | |
| IS ENTITLED TO EXEMPTION FROM THE DISTRICT OF COLUMBIA SALES AND USE TAX UNDER AUTHORITY OF THE DISTRICT OF COLUMBIA SALES AND USE TAX ACTS | |

17-2176

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

Wage Determination No.: 2015-4282
 Daniel W. Simms Division of | Revision No.: 17
 Director Wage Determinations | Date Of Last Revision: 04/23/2020

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier
 Loudoun Manassas Manassas Park Prince William Stafford

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | 19.10 | |
| 01012 - Accounting Clerk II | 21.44 | |
| 01013 - Accounting Clerk III | 23.99 | |
| 01020 - Administrative Assistant | 34.70 | |
| 01035 - Court Reporter | 24.02 | |
| 01041 - Customer Service Representative I | 15.13 | |
| 01042 - Customer Service Representative II | 17.01 | |
| 01043 - Customer Service Representative III | 18.56 | |
| 01051 - Data Entry Operator I | 16.64 | |
| 01052 - Data Entry Operator II | 18.16 | |

| | |
|--|-------|
| 01060 - Dispatcher Motor Vehicle | 20.54 |
| 01070 - Document Preparation Clerk | 17.75 |
| 01090 - Duplicating Machine Operator | 17.75 |
| 01111 - General Clerk I | 15.11 |
| 01112 - General Clerk II | 16.49 |
| 01113 - General Clerk III | 18.74 |
| 01120 - Housing Referral Assistant | 25.29 |
| 01141 - Messenger Courier | 18.38 |
| 01191 - Order Clerk I | 15.29 |
| 01192 - Order Clerk II | 16.68 |
| 01261 - Personnel Assistant (Employment) I | 19.09 |
| 01262 - Personnel Assistant (Employment) II | 21.36 |
| 01263 - Personnel Assistant (Employment) III | 23.81 |
| 01270 - Production Control Clerk | 26.18 |
| 01290 - Rental Clerk | 16.55 |
| 01300 - Scheduler Maintenance | 18.07 |
| 01311 - Secretary I | 18.07 |
| 01312 - Secretary II | 20.18 |
| 01313 - Secretary III | 25.29 |
| 01320 - Service Order Dispatcher | 18.36 |
| 01410 - Supply Technician | 34.70 |
| 01420 - Survey Worker | 20.03 |
| 01460 - Switchboard Operator/Receptionist | 15.69 |
| 01531 - Travel Clerk I | 17.63 |
| 01532 - Travel Clerk II | 19.21 |
| 01533 - Travel Clerk III | 20.67 |
| 01611 - Word Processor I | 17.41 |
| 01612 - Word Processor II | 19.55 |
| 01613 - Word Processor III | 21.87 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 28.60 |
| 05010 - Automotive Electrician | 24.50 |
| 05040 - Automotive Glass Installer | 23.07 |
| 05070 - Automotive Worker | 23.07 |
| 05110 - Mobile Equipment Servicer | 19.84 |
| 05130 - Motor Equipment Metal Mechanic | 25.79 |
| 05160 - Motor Equipment Metal Worker | 23.07 |
| 05190 - Motor Vehicle Mechanic | 25.79 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 23.07 |
| 05310 - Painter Automotive | 24.50 |
| 05340 - Radiator Repair Specialist | 23.07 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 25.79 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 14.36 |
| 07041 - Cook I | 16.47 |
| 07042 - Cook II | 19.15 |
| 07070 - Dishwasher | 12.96 |
| 07130 - Food Service Worker | 13.07 |
| 07210 - Meat Cutter | 20.41 |
| 07260 - Waiter/Waitress | 11.81 |
| 09000 - Furniture Maintenance And Repair Occupations | |

| | |
|--|-------|
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 12.75 |
| 11060 - Elevator Operator | 14.41 |
| 11090 - Gardener | 20.42 |
| 11122 - Housekeeping Aide | 14.41 |
| 11150 - Janitor | 14.41 |
| 11210 - Laborer Grounds Maintenance | 15.24 |
| 11240 - Maid or Houseman | 13.85 |
| 11260 - Pruner | 13.80 |
| 11270 - Tractor Operator | 18.68 |
| 11330 - Trail Maintenance Worker | 15.24 |
| 11360 - Window Cleaner | 15.91 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 23.71 |
| 12011 - Breath Alcohol Technician | 23.49 |
| 12012 - Certified Occupational Therapist Assistant | 33.40 |
| 12015 - Certified Physical Therapist Assistant | 27.29 |
| 12020 - Dental Assistant | 22.82 |
| 12025 - Dental Hygienist | 50.57 |
| 12030 - EKG Technician | 33.48 |
| 12035 - Electroneurodiagnostic Technologist | 33.48 |
| 12040 - Emergency Medical Technician | 23.71 |
| 12071 - Licensed Practical Nurse I | 20.26 |
| 12072 - Licensed Practical Nurse II | 22.67 |
| 12073 - Licensed Practical Nurse III | 25.27 |
| 12100 - Medical Assistant | 18.68 |
| 12130 - Medical Laboratory Technician | 25.27 |
| 12160 - Medical Record Clerk | 18.96 |
| 12190 - Medical Record Technician | 22.67 |
| 12195 - Medical Transcriptionist | 20.67 |
| 12210 - Nuclear Medicine Technologist | 41.59 |
| 12221 - Nursing Assistant I | 12.22 |
| 12222 - Nursing Assistant II | 13.74 |
| 12223 - Nursing Assistant III | 14.99 |
| 12224 - Nursing Assistant IV | 16.83 |
| 12235 - Optical Dispenser | 25.02 |
| 12236 - Optical Technician | 21.03 |
| 12250 - Pharmacy Technician | 18.12 |
| 12280 - Phlebotomist | 19.35 |
| 12305 - Radiologic Technologist | 35.25 |
| 12311 - Registered Nurse I | 30.40 |
| 12312 - Registered Nurse II | 36.78 |
| 12313 - Registered Nurse II Specialist | 36.78 |
| 12314 - Registered Nurse III | 44.14 |
| 12315 - Registered Nurse III Anesthetist | 44.14 |
| 12316 - Registered Nurse IV | 52.91 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 28.97 |
| 12320 - Substance Abuse Treatment Counselor | 27.23 |

| | | |
|---|---------|-------|
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | 23.03 | |
| 13012 - Exhibits Specialist II | 28.53 | |
| 13013 - Exhibits Specialist III | 34.90 | |
| 13041 - Illustrator I | 20.48 | |
| 13042 - Illustrator II | 25.38 | |
| 13043 - Illustrator III | 31.03 | |
| 13047 - Librarian | 38.84 | |
| 13050 - Library Aide/Clerk | 17.04 | |
| 13054 - Library Information Technology Systems Administrator | | 35.07 |
| 13058 - Library Technician | 21.85 | |
| 13061 - Media Specialist I | 25.31 | |
| 13062 - Media Specialist II | 28.32 | |
| 13063 - Media Specialist III | 31.55 | |
| 13071 - Photographer I | 18.32 | |
| 13072 - Photographer II | 20.79 | |
| 13073 - Photographer III | 26.04 | |
| 13074 - Photographer IV | 31.52 | |
| 13075 - Photographer V | 37.14 | |
| 13090 - Technical Order Library Clerk | 21.40 | |
| 13110 - Video Teleconference Technician | 28.01 | |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | 18.92 | |
| 14042 - Computer Operator II | 21.18 | |
| 14043 - Computer Operator III | 23.60 | |
| 14044 - Computer Operator IV | 26.22 | |
| 14045 - Computer Operator V | 29.05 | |
| 14071 - Computer Programmer I | (see 1) | 26.36 |
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | 18.92 | |
| 14160 - Personal Computer Support Technician | 26.22 | |
| 14170 - System Support Specialist | 38.69 | |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | | 36.47 |
| 15060 - Educational Technologist | 40.88 | |
| 15070 - Flight Instructor (Pilot) | 52.81 | |
| 15080 - Graphic Artist | 34.72 | |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | | 49.06 |
| 15086 - Maintenance Test Pilot Rotary Wing | | 49.06 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 49.06 |
| 15090 - Technical Instructor | 30.12 | |
| 15095 - Technical Instructor/Course Developer | | 36.85 |
| 15110 - Test Proctor | 24.32 | |
| 15120 - Tutor | 24.32 | |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | | |

| | | |
|---|-------|-------|
| 16010 - Assembler | 15.19 | |
| 16030 - Counter Attendant | 15.19 | |
| 16040 - Dry Cleaner | 18.12 | |
| 16070 - Finisher Flatwork Machine | 15.19 | |
| 16090 - Presser Hand | 15.19 | |
| 16110 - Presser Machine Drycleaning | 15.19 | |
| 16130 - Presser Machine Shirts | 15.19 | |
| 16160 - Presser Machine Wearing Apparel Laundry | 15.19 | |
| 16190 - Sewing Machine Operator | 18.88 | |
| 16220 - Tailor | 19.63 | |
| 16250 - Washer Machine | 16.61 | |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 27.63 |
| 19040 - Tool And Die Maker | 33.56 | |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | 20.25 | |
| 21030 - Material Coordinator | 26.18 | |
| 21040 - Material Expediter | 26.18 | |
| 21050 - Material Handling Laborer | 13.87 | |
| 21071 - Order Filler | 16.60 | |
| 21080 - Production Line Worker (Food Processing) | | 20.25 |
| 21110 - Shipping Packer | 18.13 | |
| 21130 - Shipping/Receiving Clerk | 18.13 | |
| 21140 - Store Worker I | 15.10 | |
| 21150 - Stock Clerk | 19.49 | |
| 21210 - Tools And Parts Attendant | 20.25 | |
| 21410 - Warehouse Specialist | 20.25 | |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | 40.69 | |
| 23019 - Aircraft Logs and Records Technician | 31.82 | |
| 23021 - Aircraft Mechanic I | 38.64 | |
| 23022 - Aircraft Mechanic II | 40.69 | |
| 23023 - Aircraft Mechanic III | 42.68 | |
| 23040 - Aircraft Mechanic Helper | 27.19 | |
| 23050 - Aircraft Painter | 36.70 | |
| 23060 - Aircraft Servicer | 31.82 | |
| 23070 - Aircraft Survival Flight Equipment Technician | | 36.70 |
| 23080 - Aircraft Worker | 33.84 | |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | | 33.84 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | | 38.64 |
| 23110 - Appliance Mechanic | 21.75 | |
| 23120 - Bicycle Repairer | 15.78 | |
| 23125 - Cable Splicer | 34.63 | |
| 23130 - Carpenter Maintenance | 23.60 | |
| 23140 - Carpet Layer | 20.49 | |
| 23160 - Electrician Maintenance | 29.53 | |
| 23181 - Electronics Technician Maintenance I | | 30.70 |
| 23182 - Electronics Technician Maintenance II | | 32.60 |
| 23183 - Electronics Technician Maintenance III | | 34.33 |
| 23260 - Fabric Worker | 24.29 | |
| 23290 - Fire Alarm System Mechanic | | 27.91 |
| 23310 - Fire Extinguisher Repairer | 22.38 | |

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| 23311 - Fuel Distribution System Mechanic | 34.34 |
| 23312 - Fuel Distribution System Operator | 26.42 |
| 23370 - General Maintenance Worker | 22.64 |
| 23380 - Ground Support Equipment Mechanic | 38.64 |
| 23381 - Ground Support Equipment Servicer | 31.82 |
| 23382 - Ground Support Equipment Worker | 33.84 |
| 23391 - Gunsmith I | 22.38 |
| 23392 - Gunsmith II | 26.02 |
| 23393 - Gunsmith III | 29.09 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 28.96 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 30.50 |
| 23430 - Heavy Equipment Mechanic | 28.32 |
| 23440 - Heavy Equipment Operator | 24.05 |
| 23460 - Instrument Mechanic | 33.08 |
| 23465 - Laboratory/Shelter Mechanic | 27.63 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 30.95 |
| 23530 - Machinery Maintenance Mechanic | 29.39 |
| 23550 - Machinist Maintenance | 26.10 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 33.08 |
| 23592 - Metrology Technician II | 34.84 |
| 23593 - Metrology Technician III | 36.54 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter Maintenance | 21.75 |
| 23790 - Pipefitter Maintenance | 28.47 |
| 23810 - Plumber Maintenance | 27.04 |
| 23820 - Pneudraulic Systems Mechanic | 29.09 |
| 23850 - Rigger | 28.23 |
| 23870 - Scale Mechanic | 26.02 |
| 23890 - Sheet-Metal Worker Maintenance | 26.70 |
| 23910 - Small Engine Mechanic | 20.63 |
| 23931 - Telecommunications Mechanic I | 33.90 |
| 23932 - Telecommunications Mechanic II | 35.70 |
| 23950 - Telephone Lineman | 34.02 |
| 23960 - Welder Combination Maintenance | 24.34 |
| 23965 - Well Driller | 25.20 |
| 23970 - Woodcraft Worker | 29.09 |
| 23980 - Woodworker | 22.38 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 20.05 |
| 24570 - Child Care Attendant | 13.96 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 12.99 |
| 24620 - Family Readiness And Support Services Coordinator | 20.05 |
| 24630 - Homemaker | 20.05 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 33.55 |
| 25040 - Sewage Plant Operator | 26.77 |
| 25070 - Stationary Engineer | 33.55 |

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| 25190 - Ventilation Equipment Tender | 23.62 |
| 25210 - Water Treatment Plant Operator | 26.77 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.83 |
| 27007 - Baggage Inspector | 17.28 |
| 27008 - Corrections Officer | 27.86 |
| 27010 - Court Security Officer | 29.37 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 27.86 |
| 27070 - Firefighter | 30.87 |
| 27101 - Guard I | 17.28 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 31.63 |
| 27132 - Police Officer II | 35.14 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 14.62 |
| 28042 - Carnival Equipment Repairer | 15.98 |
| 28043 - Carnival Worker | 10.80 |
| 28210 - Gate Attendant/Gate Tender | 15.74 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 17.62 |
| 28510 - Recreation Aide/Health Facility Attendant | 12.85 |
| 28515 - Recreation Specialist | 21.82 |
| 28630 - Sports Official | 14.03 |
| 28690 - Swimming Pool Operator | 18.57 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 33.54 |
| 29020 - Hatch Tender | 33.54 |
| 29030 - Line Handler | 33.54 |
| 29041 - Stevedore I | 31.31 |
| 29042 - Stevedore II | 35.62 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 44.89 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 30.95 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 34.08 |
| 30021 - Archeological Technician I | 20.86 |
| 30022 - Archeological Technician II | 23.34 |
| 30023 - Archeological Technician III | 28.90 |
| 30030 - Cartographic Technician | 28.90 |
| 30040 - Civil Engineering Technician | 29.89 |
| 30051 - Cryogenic Technician I | 32.01 |
| 30052 - Cryogenic Technician II | 35.36 |
| 30061 - Drafter/CAD Operator I | 20.86 |
| 30062 - Drafter/CAD Operator II | 23.34 |
| 30063 - Drafter/CAD Operator III | 26.01 |
| 30064 - Drafter/CAD Operator IV | 32.01 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 28.90 |
| 30095 - Evidence Control Specialist | 28.90 |

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| 30210 - Laboratory Technician | 26.31 | |
| 30221 - Latent Fingerprint Technician I | 34.67 | |
| 30222 - Latent Fingerprint Technician II | 38.29 | |
| 30240 - Mathematical Technician | 28.94 | |
| 30361 - Paralegal/Legal Assistant I | 21.36 | |
| 30362 - Paralegal/Legal Assistant II | 26.47 | |
| 30363 - Paralegal/Legal Assistant III | 32.36 | |
| 30364 - Paralegal/Legal Assistant IV | 39.16 | |
| 30375 - Petroleum Supply Specialist | 35.36 | |
| 30390 - Photo-Optics Technician | 28.90 | |
| 30395 - Radiation Control Technician | 35.36 | |
| 30461 - Technical Writer I | 27.62 | |
| 30462 - Technical Writer II | 33.80 | |
| 30463 - Technical Writer III | 40.88 | |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 28.53 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 34.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 41.37 |
| 30494 - Unexploded (UXO) Safety Escort | | 28.53 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 28.53 |
| 30501 - Weather Forecaster I | 32.01 | |
| 30502 - Weather Forecaster II | 38.93 | |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs | (see 2) | 26.01 |
| 30621 - Weather Observer Senior | (see 2) | 28.90 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | 34.51 | |
| 31020 - Bus Aide | 14.84 | |
| 31030 - Bus Driver | 21.58 | |
| 31043 - Driver Courier | 17.15 | |
| 31260 - Parking and Lot Attendant | 13.81 | |
| 31290 - Shuttle Bus Driver | 18.75 | |
| 31310 - Taxi Driver | 16.10 | |
| 31361 - Truckdriver Light | 18.75 | |
| 31362 - Truckdriver Medium | 20.35 | |
| 31363 - Truckdriver Heavy | 23.11 | |
| 31364 - Truckdriver Tractor-Trailer | 23.11 | |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | 16.83 | |
| 99030 - Cashier | 11.90 | |
| 99050 - Desk Clerk | 14.00 | |
| 99095 - Embalmer | 34.10 | |
| 99130 - Flight Follower | 28.53 | |
| 99251 - Laboratory Animal Caretaker I | | 13.64 |
| 99252 - Laboratory Animal Caretaker II | | 14.91 |
| 99260 - Marketing Analyst | 35.17 | |
| 99310 - Mortician | 34.10 | |
| 99410 - Pest Controller | 20.07 | |
| 99510 - Photofinishing Worker | 16.34 | |
| 99710 - Recycling Laborer | 22.98 | |
| 99711 - Recycling Specialist | 28.16 | |
| 99730 - Refuse Collector | 20.81 | |
| 99810 - Sales Clerk | 12.74 | |
| 99820 - School Crossing Guard | 16.38 | |
| 99830 - Survey Party Chief | 28.48 | |

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| 99831 - Surveying Aide | 17.70 |
| 99832 - Surveying Technician | 27.06 |
| 99840 - Vending Machine Attendant | 15.48 |
| 99841 - Vending Machine Repairer | 19.67 |
| 99842 - Vending Machine Repairer Helper | 15.48 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage

determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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