

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

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

**DATE ISSUED: August 11, 2016**

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

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

**CLOSING DATE: August 25, 2016**

**CLOSING TIME: 2:00 P.M.**

**SOLICITATION NUMBER: DCSC-16-RP-0066**

**OFFER/BID FOR: Enhancement of the Existing Youth Automation System (YAS)**

**MARKET TYPE: OPEN**

**TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
X	A	Solicitation/Offer/Award Form	01	X	H	Special Contract Requirements	19
X	B	Supplies or Services & Price /Cost	03	X	I	Contract Clauses	21
X	C	Description/Specs. Work Statement	04	X	J	List of Attachments	33
X	D	Packaging and Marking	10	X	K	Representation Certificates	35
X	E	Inspection and Acceptance	12	X	L	Instructions, Conditions, Notices	37
X	F	Deliveries and Performance	13	X	M	Evaluation Factors for Award	40
X	G	Contract Administration Data	15				

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

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

<b>OFFEROR</b>  Name:  Street: City, State: Zip Code:  Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature   (Seal)	Date:
	Impress Corporate Seal  Corporate (Seal)	
<b>AWARD (To be completed by the District of Columbia Courts)</b>		
_____ (Attest)		

CONTRACT NO. \_\_\_\_\_ AWARD AMOUNT \$ \_\_\_\_\_

ACCEPTED AS TO THE FOLLOWING ITEMS:

\_\_\_\_\_ DISTRICT OF COLUMBIA COURTS

BY: \_\_\_\_\_ CONTRACTING OFFICER

CONTRACT PERIOD: \_\_\_\_\_ AWARD DATE \_\_\_\_\_

Enhancement of the Existing Youth Automation System (YAS)

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed below. All communications should be directed by email to Reginald Ramdat, Senior Contract Specialist at [reginald.ramdat@dcsc.gov](mailto:reginald.ramdat@dcsc.gov)

The prospective Offerors shall submit questions no later than XXXX. The Courts will not consider any questions received after XXXXX. Questions Concerning This Solicitation Must Be Directed By Email To:

Reginald Ramdat  
Senior Contract Specialist  
Administrative Services Division  
Procurement and Contracts Branch  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
[reginald.ramdat@dcsc.gov](mailto:reginald.ramdat@dcsc.gov)

The Courts will post all amendments and responses to offerors questions in the DC Courts and the Federal Business Opportunities Websites at [www.dccourts.gov/dccourts/courtsystem/procurement.jsp](http://www.dccourts.gov/dccourts/courtsystem/procurement.jsp) and [www.fedbizopps.gov](http://www.fedbizopps.gov). Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

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

**1. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

## Enhancement of the Existing Youth Automation System (YAS)

**PART I****SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**

- B.1 The District of Columbia Courts (the Courts) is seeking a qualified Contractor to enhance the existing Youth Automation System (YAS) for the Court Social Services Division (CSSD).
- B.2 The Courts contemplates award of a firm fixed price contract as a result of this solicitation to the responsible Offeror whose offer is most advantageous to the Courts.
- B.3 The Offeror shall submit a price for the services/supplies specified below and in accordance with Section C, Scope of Services, of this solicitation.
- B.4 **CONTRACT PERIOD**
- B.4.1 The term of the contract shall not exceed twelve (12) months from the date of award. The date of award shall be from the date of the Contracting Officer's signature.
- B.5 **PRICE/COST SCHEDULE**

**Table B.5.1 Base Period – 12 Months**

<b>CLIN #</b>	<b>CLIN Description</b>	<b>Total Price</b>
1	Requirements Validation, Project Management Documentation, Code Review and Design - <b>See Clause F.2.1 Deliverables Table (CLIN 1)</b>	\$
2	Sprint #1: Functional Tag 1 - <b>See Clause F.2.1 Deliverables Table (CLIN 2)</b>	\$
3	Sprint #2: Functional Tag 2 - <b>See Clause F.2.1 Deliverables Table (CLIN 3)</b>	\$
4	Sprint #3: Functional Tag 3 - <b>See Clause F.2.1 Deliverables Table (CLIN 4)</b>	\$
5	Training and Project Close-out <b>See Clause F.2.1 Deliverables Table (CLIN 5)</b>	\$
<b>Total Price</b>		\$

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 Scope

C.1.1 The focus of this Request for Proposal (RFP) is on custom software development professional services for the Court Social Services Division (CSSD)'s Youth Automation System (YAS). This involves enhancing a distributed, web-enabled system – YAS - that retains, displays, and reports on information about respondent activity within the CSSD, as well as containing an automated process workflow for CSSD staff to conduct their day-to-day business.

C.1.2 The Agile Software Development Methodology shall be adopted for this implementation. The requirements, Appendix A – New Release Requirements, are presented in 3 sprints. Each sprint requires the following detailed steps:

C.1.2.1 Requirements Validation: The requirements as presented in this document address specific business needs that need to be reviewed and confirmed by CSSD personnel.

C.1.2.2 Definition of Test Cases and Scenarios: These need to show that the actual business need is met by the technical requirement.

C.1.2.3 Development/Testing: Creation of the actual code to produce the desired result and Test results to demonstrate each requirement is addressed.

C.1.2.4 User Acceptance Testing (UAT): Validation with CSSD that the business need is satisfied.

### C.2 Background

C.2.1 The Courts, the judicial branch of the District of Columbia government, is comprised of the Court of Appeals, the highest court of the Courts; the Superior Court of the District of Columbia, a trial court with general jurisdiction over virtually all local legal matters; and the Court System, which provides administrative support functions of both Courts. Its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the nation's capital. The Courts' mission and its operations rely heavily on information technology (IT), and the organization's dependence on technology will continue into the future.

C.2.2 CSSD is responsible for serving and supervising juveniles involved in the "front-end" of the District's juvenile justice system. Those juveniles include: all newly arrested youth entering the Court system in juvenile delinquency cases, Persons In Need of Supervision (PINS) cases and truancy cases, probation, and diversion matters.

**Enhancement of the Existing Youth Automation System (YAS)**

- C.2.3 CSSD currently has an average of 1,600 juveniles under its supervision at any given time. The Division's staff is responsible for:
- 1) Screening and assessing each newly arrested youth's social history and risk to public safety;
  - 2) Conducting youth and family assessments, including Family Group Conferences;
  - 3) Making petition and detention recommendations to the Office of the Attorney General (OAG);
  - 4) Advising and making recommendations to the Courts throughout all phases of the adjudication process;
  - 5) Conducting home, school, and community assessments toward the development of comprehensive pre- and post-disposition probation services, supervision plans and alternatives to detention;
  - 6) Recommending and facilitating commitment of youth to the District of Columbia's Department of Youth Rehabilitation Services (DYRS); and
  - 7) Coordinating services and monitoring all court involve youth.
- C.2.4 The Courts currently utilizes CourtView, a client-server COTS case management program by CourtView Justice Solutions, Inc. CourtView is a comprehensive case management system that stores and tracks all the activities in a case life cycle for all case types including family, civil, criminal, probate and tax matters. On the back-end, CourtView runs on an Oracle database, while the front-end is utilizing a proprietary developed solution. Additionally, CourtView application incorporates a document management and imaging workflow solution – OnBase (COTS document management system that is tightly integrated with CourtView), relying on a relational database as well as file system.
- C.2.5 While it does store Juvenile Social Files (JSF) summary data, CourtView has limitations to store and track the aforementioned (Section C2.5) comprehensive juvenile probation activities. In 2015, ITD developed a Java-based YAS release 1.0 with functionalities to store and track juvenile probation activities that CourtView is not able to do. Utilizing the CourtView “Docket Added Request” via a web service, YAS 1.0 provides an update to the summary narrative in Juvenile Social Files (JSF) that is stored in CourtView whenever an activity takes place. However, the current version has fallen into disuse because some key functional requirements have been submitted to ITD yet ITD has no in-house resources that can be utilized to make these changes. As a result, CSSD currently still uses a combination of CourtView Juvenile Social File (JSF) Cases and numerous paper and electronic documents generated by MS Office tools to manage juvenile or respondents.

**Enhancement of the Existing Youth Automation System (YAS)**

- C.2.6 This enhancement initiative needs to address two (2) main issues in the current YAS system that relate to this process.
- C.2.6.1 First, when the data is uploaded to CourtView (via the Docket Add Request process) the “Updated By” field is set to a User Admin account required by the CourtView process. CSSD needs to know which YAS user actually triggered the document generation that resulted in the docket being applied in CourtView. This needs to be accomplished by either changing the “Updated By” field in CourtView or adding the YAS user name to the CourtView docket text field.
- C.2.6.2 The second issue is that if the CourtView docket generation process fails for any reason, YAS is not informed of the failure and hence the YAS user does not know that their update to CourtView failed. This upgrade to YAS needs to address this issue.
- C.2.7 Additionally, a new Probation Officer (PO) report format has been created by CSSD that replaces the formats as currently designed in YAS. See **Appendix B – New Report Format and Data Sources**.
- C.2.8 The Courts is seeking the services of a Contractor to enhance the current YAS system. The new requirements are contained in Appendix A. Existing system requirements are in Appendix C for reference. The new requirements (**Appendix A – New Release Requirements**) can be broadly grouped as follows:
- C.2.8.1 Docket Add Request defect remediation - Error processing on upload of data to CourtView. I.e., inform the YAS user whether the upload of data performed as expected, or state why it did not upload.
- C.2.8.2 Store YAS user name in CourtView for uploaded dockets.
- C.2.8.3 Develop the new PO report format and automatic forms generation (**Appendix B – New Report Format and Data Sources**) and associated processing. This includes removing the existing reports in YAS.
- C.2.8.4 Allow for data to be cut and pasted into text portions of the new report format from other systems that CSS staff has access to.
- C.2.8.5 Extract additional data from CourtView into YAS, including into the new report.
- C.2.8.6 Modify extraction of CourtView data, e.g., include additional case types.
- C.2.8.7 Add additional notifications to YAS users.

**Enhancement of the Existing Youth Automation System (YAS)**

C.2.9 All existing code for the YAS system will be made available to the contractor upon award of contract.

**C.3 Contractor Qualifications**

C.3.1 The Contractor shall demonstrate relevant experience with recent projects of similar nature, scope, and size pertaining to providing custom system development professional services, preferable under fixed scope contractual structure, to a Court, federal government agency, local government agency, or to private sector businesses. At a minimum, the Contractor shall demonstrate relevant experience in the following areas:

- C.3.1.1 Gathering and documenting detailed system requirements;
- C.3.1.2 Translating business and functional requirements into technical requirements;
- C.3.1.3 Designing and developing systems based on requirements and specifications;
- C.3.1.4 Experience in Agile software development practice;
- C.3.1.5 Ability to participate in and/or lead Joint Application Development (JAD) sessions;
- C.3.1.6 Experience (5+ years) of data modeling;
- C.3.1.7 Experience (10+ years) in Oracle DBMS, Oracle Web Logic, and Java (J2EE/JEE);
- C.3.1.8 Experience (5+ years) in JSF Frameworks like PrimeFaces;
- C.3.1.9 Experience (10+ years) in Oracle PL/SQL;
- C.3.1.10 Experience (10+ years) developing Rest and/or SOAP web services in Java. using JAX-RS and/or JAX-WS;
- C.3.1.11 Strong SQL (10+ years) and query writing skills;
- C.3.1.12 Experience(10+ years) in JavaScript, HTML, XML, CSS, and jQuery;
- C.3.1.13 Experience with a Judicial Case Management system, such as Courtview;
- C.3.1.14 Experience (10+ years) using Integrated Development environments such as JDeveloper, NetBeans, or Eclipse;
- C.3.1.15 Comprehensive understanding of software design patterns, particularly proxy, memento, and façade;
- C.3.1.16 Comprehensive understanding of software state machines;
- C.3.1.17 Experience working with Virtual Private Databases (VPD) is preferred, but not required;
- C.3.1.18 Ability to furnish detailed, weekly status reports;
- C.3.1.19 Experience (5+ years) working in environments requiring proper safeguarding of sensitive and Personally Identifiable Information (PII); and,
- C.3.1.20 Experience (5+ years) in IBM Rational Suite or similar software version control system.

**Enhancement of the Existing Youth Automation System (YAS)**

C.3.2 The Contractor must screen and provide qualified personnel with proven experience in the discipline required. The screening process must include a criminal background check, as well as verification of education, work history, and references.

C.3.2.1 The Courts will conduct independent interview of the Contractor's candidate(s) as part of the Source Selection Board review process;

C.3.2.2 The Courts reserves the right to perform its own background check in addition to any checks provided by the Contractor.

C.3.3 Corrective Action Plan – The Contractor must have a process for replacing individuals that are not qualified or problematic as determined by the Courts. This corrective action plan will have no cost to the Courts.

C.3.3.1 If two (2) or more unsatisfactory personnel are provided in a 2 months span, the Courts reserves the right to terminate services with the Contractor.

C.3.4 Qualified personnel provided by the Contractor must:

C.3.4.1 Follow IT Division's processes and procedures;

C.3.4.2 Turn over source code(s) and documentation to the Courts for each assignment, when applicable.

**C.4 Requirements**

C.4.1 The Contractor shall hold weekly status meetings with the Courts' project manager and CSSD Project Lead(s). The meetings shall be used to report of project status, tasks completed for the week, outstanding tasks, tasks scheduled for the coming weeks, issues, delays, and potential risks. The Contractor shall be responsible for capturing and reviewing the minutes of all meetings with the Courts and providing a copy to the Courts' project manager.

C.4.2 The Contractor shall be responsible for refining and updating the overall project schedule.

C.4.3 The Contractor shall conduct a project initiation meeting with the Courts' project team. The objective of this meeting is to clearly outline the steps, deliverables, and expectations of the project. In the event of a critical issue during project execution the Contractor agrees to work with the Courts' project manager. All contract change issues as it relates to the services provided in this project must follow the Courts' change management process.

C.4.4 The Contractor shall provide the Courts with the project documentation identified in Table F 3.1 - Deliverables;

C.4.5 The Contractor shall provide the Courts with comprehensive software

**Enhancement of the Existing Youth Automation System (YAS)**

design documentation that accurately reflects the final product;

C.4.6 The Contractor shall provide the Courts with an Updated Test Plan for UAT for each Sprint;

C.4.7 The Contractor shall develop a system that will retrieve information from CourtView and provide screens on which additional data can be captured and retained. See **Appendix A – New Release Requirements** for details; **Appendix B – New Report format and Data Sources**; and **Appendix C - Existing System Requirements**;

C.4.8 The Contractor shall facilitate UAT sessions;

C.4.9 The Contractor shall facilitate user training sessions;

C.4.10 The Contractor shall perform the work on site;

C.4.11 The Contractor shall provide all items in **Section H.6 Contractor Responsibilities**.

**END OF CLAUSE**

**SECTION D - PACKAGING AND MARKING**

(Not applicable to this procurement)

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 Inspection of Services

- (a) —Services as used in this clause includes (1) project management; (2) documentation development; (3) system design and development; and (4) the training of Courts power users and end users.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Contractor shall apply the Agile methodology in order to deliver the requirements in three (3) distinct Sprints. See **Section C.1.3** and **Appendix A – New Release Requirements**.
- (d) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform system and integration tests, while unit testing and user acceptance testing remains the responsibility of the Contractor.
- (e) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (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 Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

## Enhancement of the Existing Youth Automation System (YAS)

**SECTION F - DELIVERIES AND PERFORMANCE****F.1 Term of Contract:**

The term of the contract shall not exceed twelve (12) months from the date of award. The date of award shall be from the date of the Contracting Officer's signature.

**F.2 Deliverables:**

All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contracting Officer Technical Representative (COTR) the deliverables specified below within the designated and/or agreed upon time frames:

**F. 2.1 – Deliverables Tables**

<b>CLIN</b>	<b>Deliverable</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
<b>1</b>	Project Plan (QA, Risk and Communications)	MS Word 2007 or 2013	Baseline One (1) month from date of award	COTR
	Project Work breakdown Structure (WBS)	MS Project		
	Technical Requirements Document	MS Spreadsheet 2007 or 2013		
	YAS Design Document	MS Word 2007 or 2013		
	Test Scenarios	MS Word 2007 or 2013 (or MS Spreadsheet 2007 or 2013)		
<b>2</b>	Sprint #1: Functional Tag 1 – Docket Add Request Integration	In-person Functional Software Demonstrations	TBD	COTR& (stakeholders)
	Updated Documentation	Microsoft Word 2007 (soft copy)		
<b>3</b>	Sprint #2: Functional Tag 2 – New Probation Officer Report	In-person Functional Software Demonstrations	TBD	COTR& (stakeholders)
	Updated Documentation	Microsoft Word 2007 (soft copy)		
<b>4</b>	Sprint #3: Functional Tags 3 – Enhancements	In-person Functional Software Demonstrations	TBD	COTR& (stakeholders)
	Updated Documentation	Microsoft Word 2007 (soft copy)		

Solicitation No.: DCSC-16-RP-0066

**Enhancement of the Existing Youth Automation System (YAS)**

5	Training Sessions	In-person classroom training	TBD	COTR
	Project Close- out Summary Report	Microsoft Word 2007 (soft copy)		

All software deliverables for each Sprint will be tested by the Courts' Testing Team for integration test and UAT. Upon receiving the Testing Team's certification of software deliverable for each Sprint, COTR will sign off the deliverables.

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 Payment/Invoices

G.1.1 The Contractor shall be compensated in the following manner: Contractor shall submit to the Contract Administrator a breakdown of all services performed for review. The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. **Payments shall be made in accordance with Section G.5 below.**

G.1.2 The Courts will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### G.2 Invoice Submittal

G.2.1 **The Contractor shall submit proper invoices as specified in Section G.3 below. Invoices shall be prepared in duplicate and submitted to the Budget and Finance Division with concurrent copies to the COTR specified in Section G.9 below. The address of the Budget and Finance Division is:**

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

G.3 To constitute a proper invoice, the Contractor's invoice shall include the following information on the invoice:

- a. Name and address of the Contractor, Federal ID and invoice date and number;
- b. The contract number and Contract Order number;
- c. Description, , price, quantity, and the date(s) that the supplies or services were delivered or performed;
- d. Date the services or supplies were rendered;
- e. Other supporting documentation or information, as required by the Contracting Officer;
- f. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- g. Name, title, phone number of person preparing the invoice;
- h. Name, title, phone number and mailing address of person (if different from the person identified in g above) to be notified in the event of a defective invoice; and
- i. Authorized signature.

**Enhancement of the Existing Youth Automation System (YAS)**

G.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.5 In addition, the Contractor shall complete **Attachment J.11 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

**G.5 Payment**

G.5.1 Payment to the Contractor for services satisfactorily performed and accepted by the Courts shall be made by the Courts once the Contractor’s certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.5.2 Payment Schedule

<b>CLIN</b>	<b>Deliverable</b>	<b>%</b>	<b>Comments</b>
<b>1</b>	Project Plan (QA, Risk and Communications)	5%	
	Project Work breakdown Structure (WBS)		
	Technical Requirements Document		
	YAS Design Document		
	Test Scenarios		
<b>2</b>	Sprint #1: Functional Tag 1 – Docket Add Request Integration	15%	
	Updated Documentations	4%	
<b>3</b>	Sprint #2: Functional Tag 2 – New Probation Officer Report	30%	
	Updated Documentations	4%	
<b>4</b>	Sprint #3: Functional Tags 3 – Enhancements	30%	
	Updated Documentations	4%	
<b>5</b>	Training Sessions	5%	
	Project Close- out Summary Report	3%	

**Enhancement of the Existing Youth Automation System (YAS)**

**G.6 Contracting Officer (CO)**

G.6.1 The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The contact information for the Contracting Officer (CO) is:

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

**G.7 Authorized Changes by the Contracting Officer**

G.7.1 The Co is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.8 Contracting Officer's Technical Representative (COTR)**

G.8.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.8.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.8.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and

Solicitation No.: DCSC-16-RP-0066

**Enhancement of the Existing Youth Automation System (YAS)**

services. This includes the timely processing of invoices and vouchers in accordance with the Courts \_payment provisions; and

G.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9 The address and telephone number of the COTR is:

Gregory Hale  
Project Manager  
Information & Technology Division  
D.C. Courts  
410 E Street N.W.  
Washington D.C. 20001

G.9.1 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified under the contract.

**G.9.2 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Courts, to take all corrective action necessitated by reason of the unauthorized changes.**

**END OF CLAUSE**

## SECTION H – SPECIAL CONTRACTS REQUIREMENTS

### H.1 Department of Labor Wage Determination

The Contractor is bound by the attached Wage Determination No. 2015-4281 Revision No. 3, dated 4/8/16, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein as Attachment J.10). The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

### H.2 Publicity

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

### H.3 Disclosure of Information

H.3.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.3.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.3.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.3.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

**Enhancement of the Existing Youth Automation System (YAS)**

**H.4 Security Requirements**

H.4.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

**H.5 Courts' Responsibilities**

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

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

**H.6 Contractor Project Staff**

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

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

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

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

**END OF CLAUSE**

## PART II

### SECTION I – CONTRACT CLAUSES

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

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

#### I.2 **Contracts that Cross Fiscal Years**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

#### I.3 **Confidentiality of Information**

The Contractor shall keep all information relating to any employee or customer of the Courts in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the Courts and federal laws governing the confidentiality of records.

#### I.4 **Time**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

#### I.5 **Rights In Data**

I.5.1 Data, as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term —Technical Data, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

**Enhancement of the Existing Youth Automation System (YAS)**

computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3 The term —Computer Software, as used herein means computer programs and computer databases. —Computer Programs, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term “computer databases”, as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.5.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired,

**Enhancement of the Existing Youth Automation System (YAS)**

including use at any Courts installation to which the computer may be transferred by the Courts;

- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with \_\_\_\_\_; and  
(Insert Contractor's Name)

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the

**Enhancement of the Existing Youth Automation System (YAS)**

subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

- I.5.10 For all computer software furnished to the Courts with the rights specified in Section I.5.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.5.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

**I.6 Other Contractors**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another Courts contractor or by any Courts employee.

**I.7 Subcontracts**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting

**Enhancement of the Existing Youth Automation System (YAS)**

Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

**I.8 Ethics in Public Contracting**

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

**I.9 Disputes**

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

**I.10 Laws and Regulations**

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

**I.11 Non-Discrimination**

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

**I.12 Examination of Books and Records**

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

**I.13 Record Keeping**

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

**Enhancement of the Existing Youth Automation System (YAS)**

**I.14 Insurance**

**I.14.1 General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the Courts of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

**I.14.2 Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts and final payment is made by the Courts.

**Enhancement of the Existing Youth Automation System (YAS)**

- I.14.3 **Liability:** These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.14.4 **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.14.5 **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.14.6 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.14.7 **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Louis W. Parker  
Contracting Officer  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
[Louis.Parker@dcsc.gov](mailto:Louis.Parker@dcsc.gov)

- I.14.8 **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- I.15 **Cancellation Ceiling**
- I.15.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2016, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life

of the contract.

**I.16 Order of Precedence**

I.16.1 The contract awarded as a result of this RFP will contain the following clause:

**I.16.1.1 Order of Precedence**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) DC Courts General Contract Provisions
- (4) Contract attachments other than the General Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.17 Governing Law**

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

**END OF CLAUSE**

**PART III**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

- J.1           General Provisions Applicable to D.C. Courts Contracts**
- J.2           Anti-Collusion Statement**
- J.3           Ethics in Public Contracting**
- J.4           Non-Discrimination**
- J.5           Certification of Eligibility**
- J.6           Tax Certification Affidavit**
- J.7           Certification Regarding a Drug-Free Workplace**
- J.8           District of Columbia Courts Release of Claims**
- J.9           Past Performance Evaluation Form**
- J.10          Wage Determination**
- J.11          District of Columbia Courts Release of Claims form**

**Appendix A – New Release Requirements (2 Pages)**

**Appendix B – New Report and Data Sources (16 Pages)**

**Appendix C – Existing System Requirements (8 Pages)**

**PART IV**

**REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 Walsh-Healy Act**

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

(a) Regular Dealer

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

(b) Manufacturer

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

**K.2 Buy American Certification**

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

---

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

---

**K.3 Officers Not To Benefit Certification**

Each Offeror shall check one of the following:

- \_\_\_\_(a) No person listed in Clause 21 of the District of Columbia Courts General

**Enhancement of the Existing Youth Automation System (YAS)**

Contract Provisions will benefit from this contract.

- \_\_\_\_(b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

**K.4 Certification of Independent Price Determination**

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

\_\_\_\_\_  
(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);

**Enhancement of the Existing Youth Automation System (YAS)**

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
  - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.5 Type of Business Organization**

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

**Enhancement of the Existing Youth Automation System (YAS)**

**K.6 Payment Identification Number**

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

Please list below applicable vendor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

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

Dun and Bradstreet Number: \_\_\_\_\_

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

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

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

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

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

Fax Number: \_\_\_\_\_

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

**K.7 Tax Certification**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.

**END OF CLAUSE**

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 Contract Award

#### L.1.1 Most Advantageous to the Courts

The Courts intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Courts, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### L.1.2 Initial Offers

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

### L.2 Proposal Form, Organization and Content

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

***Solicitation Number: DCSC-DCSC-16-RP-0066***

***Caption: "Enhancement of the Existing Youth Automation System (YAS)"***

***Proposal Due Date & Time: August 25, 2016, 2:00 p.m., EST***

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

**Enhancement of the Existing Youth Automation System (YAS)**

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

**L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 p.m., August 25, 2016. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the 5th day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or
- (c) The proposal is the only proposal received.

**L.3.2 Withdrawal or Modification of Proposals**

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

**L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

**Enhancement of the Existing Youth Automation System (YAS)**

**L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the Courts, shall be considered at any time it is received and may be accepted.

**L.3.5 Late Proposals**

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

**L.4 Explanation to Prospective Offerors**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to Reginald Ramdat, Senior Contract Specialist at [reginald.ramdat@dcsc.gov](mailto:reginald.ramdat@dcsc.gov). **The prospective Offeror shall submit questions no later than 4:00 p.m., August 16, 2016.** The Courts will not consider any questions received after this date and time. The Courts will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. **The Courts will post all amendments and responses to offerors questions in the DC Courts and the Federal Business Opportunities Websites at [www.dccourts.gov/dccourts/courtsystem/procurement.jsp](http://www.dccourts.gov/dccourts/courtsystem/procurement.jsp) and [www.fedbizopps.gov](http://www.fedbizopps.gov).** Oral explanations or instructions given Courts officials before the award of the contract will not be binding.

**L.5 Failure to Submit Offers**

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

**L.6 Restriction on Disclosure and Use of Data**

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

**Enhancement of the Existing Youth Automation System (YAS)**

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

**If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Courts will have the right to duplicate, use, or disclose the data to the extent consistent with the Courts' needs in the procurement process. This restriction does not limit the Courts' rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

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

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

**L.7 Proposals with Option Years**

N/A

**L.8 Proposal Protests**

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

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

L.8.2 A protest shall include the following:

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

L.8.2.2 Solicitation or contract number;

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

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

Solicitation No.: DCSC-16-RP-0066

**Enhancement of the Existing Youth Automation System (YAS)**

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

**L.9 Signing of Offers**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10 Unnecessarily Elaborate Proposals**

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

**L.11 Retention of Proposals**

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

**L.12 Proposal Costs**

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

**L.14 Certificates of Insurance**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.14 to:

**Louis W. Parker**  
**Contracting Officer**  
**Administrative Services Division**  
**District of Columbia Courts**  
**616 H Street, N.W., Suite 622**  
**Washington, D.C. 20001**  
[Louis.Parker@dcsc.gov](mailto:Louis.Parker@dcsc.gov)

**Enhancement of the Existing Youth Automation System (YAS)**

**L.15 Acknowledgment of Amendments**

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.16 Final Proposal Revisions (FPR)**

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

**L.17 Familiarization with Conditions**

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

Solicitation No.: DCSC-16-RP-0066

Enhancement of the Existing Youth Automation System (YAS)

**L.18 The District of Columbia Courts will accept electronic proposal submission.**

**L.18.1 Offerors may submit Proposals either by mail or by hand delivery/courier services.**

**L.18.2 Offerors submitting their proposals by Mail must mail their proposals to the following address:**

**District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Reginald Ramdat, Senior Contract  
Specialist 616 H Street, N.W., Suite 622  
Washington, D.C. 20001**

**L.18.3 Offerors submitting their proposals by Hand Delivery/Courier services must hand deliver their proposals to the following address:**

**District of Columbia Courts  
Administrative Services Division  
Procurement and Contracts Branch  
Attn: Reginald Ramdat, Senior Contract  
Specialist 701 7<sup>th</sup> Street, N.W., Suite 622  
Washington, D.C. 20001**

**L.18.4 In addition, Offerors should submit an electronic version of their technical and price proposals by e-mail Reginald Ramdat, Senior Contract Specialist at:  
[reginald.ramdat@dcsc.gov](mailto:reginald.ramdat@dcsc.gov)**

**L.18.5 Technical and Price Proposals Format and Content**

**L.19 Volume I - Technical Proposal shall be comprised of the following tabs:**

<b>Tab</b>	<b>Section</b>
<b>A</b>	<b>General Information</b>
<b>B</b>	<b>Technical Approach</b>
<b>C</b>	<b>Section C – Credentials/Resumes</b>
<b>D</b>	<b>Past Performance</b>

**L. 19.1 Volume 1 - Tab A – General Information**

In this section (Tab A) of the proposal, the Offeror shall provide a brief description of

Solicitation No.: DCSC-16-RP-0066

**Enhancement of the Existing Youth Automation System (YAS)**  
its organization to include:

1. Brief history of the Company;
2. Name, Address, Telephone Number and DUNS and Federal ID Numbers of the Offeror;
3. If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements; and
4. Name, Address, email and current phone number of Offeror's contact person.
5. A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.

**L.19.2 Volume I – Tab B – Technical Approach (See Section M.2.1)**

Five (5) pages limit has been established for the Technical Approach to encourage concise presentation, while responding to and explaining how all technical requirements shall be fulfilled. Any material beyond the five (5) pages limit will not be considered. The Offeror shall provide a **comprehensive plan to accomplish the work described in Section “C” – Description/Specifications/Statement of Work**. This shall, at a minimum, include:

1. Overall understanding of the RFP requirements.
2. The Feasibility of the proposed approach and the method of which implementation, including tasks, timeline, and management, accountability and expected deliverables.
3. A comprehensive list of project tasks and deliverables.
4. Clearly defined project responsibilities and accountability.

**L.19.3 Volume I - Tab C – Section C – Credentials/Resumes (See Section M.2.2)**

The Offeror's proposed staffing, as a team, shall demonstrate, at a minimum, relevant experience with recent projects of similar nature. Resumes of proposed resources shall be included.

Any additional relevant information.

Enhancement of the Existing Youth Automation System (YAS)

**L.19.4 Volume I - Tab D – Past Performance (See Section M.2.3)**

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

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

Provide a brief description of past performance on contracts for furnishing software development professional services for a Court, federal government agency, local government agency, or to private sector businesses, inclusive of dates, contract amount, address and telephone number of the contract administrator.

Three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each reference shall be submitted on the Past Performance Evaluation Form (Attachment J.9) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.** Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form (**Attachment J.9**) and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the period of performance, dollar amount, timeliness of performance, cost control business relations and customer satisfaction.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

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

**Enhancement of the Existing Youth Automation System (YAS)**

**L.20 Volume II – Price Proposal shall be comprised of the following tabs:**

<b>Tab</b>	<b>Section</b>
A	Price Information
B	Certification Forms
C	Other Considerations

**L.20.1 Volume II – Tab A - Price Proposal**

L.20.1.1 A separately bound price proposal must be submitted using the format provided in **Section B.5** of this RFP.

L.20.1.2 The Price Proposal shall be comprised of the following Section(s):

L.20.1.2.1 **Price/Cost Schedule (Section B.5).**

**L.20.2 Volume II - Tab B – Certification Information**

L.20.2.1 Offerors shall complete and return with their proposal the Representations, Certifications and Acknowledgments (Page 31-33) and Anti-Collusion Statement (Attachment J.2), Ethics in Public Contracting (Attachment J.3), Non-Discrimination (Attachment J.4), Certification of Eligibility (Attachment J.5), Tax Certification Affidavit (Attachment J.6), Certification Regarding A Drug-Free Workplace (Attachment J.7) and Past Performance Evaluation Forms (Attachment J.9)

**L.20.3 Volume II - Tab C - Disclosure**

L.20.3.1 Other Considerations shall contain any assumptions, conditions, or exceptions (technical, price, or otherwise) by the Offeror upon which the proposal is based to include the rationale for the assumption, condition, or exception and other general information. If the Offeror has no assumptions, conditions, or exceptions, state so.

L.20.3.2 Disclosure details of any legal action or litigation past or pending against the Offeror.

L.20.3.3 A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.

**Solicitation No.: DCSC-16-RP-0066**

**Enhancement of the Existing Youth Automation System (YAS)**

**L.21 Acceptance Period**

L.21.1 The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it's Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

**END OF CLAUSE**

**PART V**

**SECTION M - EVALUATION FACTORS**

**M.1 Evaluation for Award**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in descending order of importance. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint.

**M.2 Evaluation Criteria**

**M.2.1 Technical Approach (Refer to Section L.20.1.2) 0-35 points**

M.2.1.1 The technical approach will be evaluated on the extent to which the proposed technical solutions will result in high quality services and deliverables that will meet the Courts goals set forth in this solicitation to include:

- a. Demonstrating an overall understanding of the RFP requirements;
- b. Providing a comprehensive list of project tasks and deliverables, with estimated start and finish dates;
- c. Clearly defining project responsibilities and accountability;
- d. Translating the requirements described in **Appendix A – New Release Requirements** into actionable items;
- e. Designing, developing, documenting, and testing proposed products;
- f. Managing project risks;
- g. Performing user acceptance testing; and
- h. Implementing quality products on schedule and according to specification.

**M.2.2 Section C – Credentials/resumes 0-30 points**

M.2.2.1 The Offeror shall include credentials/resumes which clearly outline the resources skills & experiences:

**Refer to Section C.4 in its entirety.**

**Enhancement of the Existing Youth Automation System (YAS)**

**M.2.3 Past Performance**

**0-15 points**

M.2.3.1 The Courts will evaluate the Offerors past performance on the basis of its reputation for the following:

The product & services have been provided in contracts of equal or larger size providing similar and or like services, with successful problem resolution and delivery of each phase of the implementation and integration on time and within budget.

**Using Attachment J.9**, three (3) letters of reference to the Courts to include information about previously performed District or Federal or private entity contracts of equal or larger size providing similar and/or like services, inclusive of dates of contract. Each reference shall address:

- a) adhering to standards of good workmanship, including the technical, business, and administrative aspects of performance;
- b) timely and reliable service delivery, adhering to work schedules, response times, and deadlines;
- c) demonstrating a commitment to customer satisfaction; and
- d) positive working attitude.

**M.2.3 Price**

**0-20 points**

Offeror shall submit a detailed breakdown of proposed Price. Price will be evaluated in accordance with Clause M.3 below.

**M.2.4 Total Points (100 Points Maximum)**

**M.3 Price Proposal Evaluation**

The price evaluation will be objective. The Offeror with the lowest cost/price will receive the maximum points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated cost/price score.

$$\frac{\text{Lowest cost/price proposal} \times \text{weight/points for price}}{\text{Cost/price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.3.1 In Addition the Courts will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offerors understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the

**Enhancement of the Existing Youth Automation System (YAS)**

Courts will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

M.3.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the Offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and Management/staffing approach (e.g., if the Offeror proposes a staff of  $x$  people, the price proposal must account for  $x$  people)?

M.3.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- e. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- f. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the Offeror's technical and management approach?
- g. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- h. Are the proposed price(s) for installing hardware and software comparable to Competitor's prices under this solicitation?
- i. Are the proposed price(s) for warranty and customer support comparable to Competitor's prices under this solicitation?

**Enhancement of the Existing Youth Automation System (YAS)**

M.3.4 Completeness: In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- j. Do the proposed prices include all price elements the Offeror is likely to incur in performing the effort?
- k. Are proposed prices traceable to requirements?
- l. Do proposed prices account for all requirements?
- m. Are all proposed prices supported with adequate data to permit a thorough evaluation?

**M.4 Prospective Contractor's Responsibility**

- M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
  - M.4.2 Financial resources adequate to perform the contract, or the ability to obtain them;
  - M.4.3 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - M.4.4 A satisfactory record of performance;
  - M.4.5 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
  - M.4.6 Compliance with the applicable Courts licensing, tax laws, and regulations;
  - M.4.7 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
  - M.4.8 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.4.9 The Courts reserves the right to request from a prospective contractor information

**Solicitation No.: DCSC-16-RP-0066**

**Enhancement of the Existing Youth Automation System (YAS)**

necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request.

**Solicitation No.: DCSC-16-RP-0066**

**Enhancement of the Existing Youth Automation System (YAS)**

Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the Offeror to be non-responsible.

**END OF CLAUSE**

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

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

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

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

**1. Definitions.**

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

**2. Changes.**

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

**3. Transfers.**

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

**4. Waiver.**

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

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

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

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

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

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

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

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

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

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

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

**7. Covenant Against Contingent Fees.**

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

**8. Quality.**

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

**9. Health And Safety Standards.**

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

**10. Inspection Of Supplies.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Inspection Of Services.**

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

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

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

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

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

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

**12. Payment.**

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

**13. Taxes.**

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

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

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

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

**15. Termination for Default.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The total of :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) The contract provision against contingent fees.

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

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

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

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

**18. Protests and Disputes.**

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

**19. Independent Contractor Relationship.**

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

**20. Security.**

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

**21. Officials not to Benefit.**

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

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

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

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

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

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

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

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

**24. Appropriation of Funds.**

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

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

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

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

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

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

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

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

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

## **26. Buy American Act.**

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

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

(1) For use outside the United States;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) For each employee subject to the Act:

(i) Name, address and social security number;

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

(iii) Daily and weekly hours worked; and

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

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

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

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

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

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

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

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

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

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

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

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

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

**29. Governing Law.**

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

**30. Multiyear Contract.**

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

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 Stage agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has a Civil judgment rendered against it by a Court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Title

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION AFFIDAVIT**

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

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

I hereby certify that:

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

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

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

\_\_\_\_\_  
Title

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

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

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

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

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

A. Definition as used in this provision:

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

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

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

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

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

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

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

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

**Concurrence:**

**AUTHORIZED CONTRACTOR PERSONNEL**

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

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

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

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

**PAST PERFORMANCE EVALUATION FORM**

(Check appropriate box)

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

1. Name & Title of Evaluator: \_\_\_\_\_
2. Signature of Evaluator: \_\_\_\_\_
3. Name of Organization: \_\_\_\_\_
4. Telephone Number of Evaluator: \_\_\_\_\_
5. State type of service received: \_\_\_\_\_
6. State Contract Number, Amount and period of Performance \_\_\_\_\_  
\_\_\_\_\_
7. Remarks on Excellent Performance: Provide data supporting this observation.  
(Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation.  
(Continue on separate sheet if needed)

## RATING GUIDELINES

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

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

WD 15-4281 (Rev.-3) was first posted on www.wdol.gov on 04/19/2016

\*\*\*\*\*  
\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4281  
Daniel W. Simms Division of | Revision No.: 3  
Director Wage Determinations | Date Of Revision: 04/08/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 \$10.15 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 2016. 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](http://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, 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	16.59	
01012 - Accounting Clerk II	18.61	
01013 - Accounting Clerk III	22.30	
01020 - Administrative Assistant	31.41	
01035 - Court Reporter	21.84	
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18

01043 - Customer Service Representative III	17.66
01051 - Data Entry Operator I	14.71
01052 - Data Entry Operator II	16.05
01060 - Dispatcher, Motor Vehicle	18.42
01070 - Document Preparation Clerk	14.70
01090 - Duplicating Machine Operator	14.70
01111 - General Clerk I	14.88
01112 - General Clerk II	16.24
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	14.98
01191 - Order Clerk I	15.12
01192 - Order Clerk II	16.50
01261 - Personnel Assistant (Employment) I	18.15
01262 - Personnel Assistant (Employment) II	20.32
01263 - Personnel Assistant (Employment) III	22.65
01270 - Production Control Clerk	24.23
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	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78

07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57
12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19

12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
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		36.86
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		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02

23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	29.93	
23019 - Aircraft Logs and Records Technician	21.74	
23021 - Aircraft Mechanic I	28.41	
23022 - Aircraft Mechanic II	29.93	
23023 - Aircraft Mechanic III	31.38	
23040 - Aircraft Mechanic Helper	19.29	
23050 - Aircraft, Painter	27.20	
23060 - Aircraft Servicer	21.74	
23070 - Aircraft Survival Flight Equipment Technician	27.20	
23080 - Aircraft Worker	23.11	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		28.41
23110 - Appliance Mechanic	21.75	
23120 - Bicycle Repairer	14.43	
23125 - Cable Splicer	28.62	
23130 - Carpenter, Maintenance	21.66	
23140 - Carpet Layer	20.49	
23160 - Electrician, Maintenance	27.98	
23181 - Electronics Technician Maintenance I	27.43	
23182 - Electronics Technician Maintenance II	29.12	
23183 - Electronics Technician Maintenance III	30.68	
23260 - Fabric Worker	21.04	
23290 - Fire Alarm System Mechanic	22.91	
23310 - Fire Extinguisher Repairer	19.38	
23311 - Fuel Distribution System Mechanic	25.09	
23312 - Fuel Distribution System Operator	21.32	
23370 - General Maintenance Worker	21.43	
23380 - Ground Support Equipment Mechanic	28.41	
23381 - Ground Support Equipment Servicer	21.74	
23382 - Ground Support Equipment Worker	23.11	
23391 - Gunsmith I	19.38	
23392 - Gunsmith II	22.54	
23393 - Gunsmith III	25.20	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		26.28
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		27.69
23430 - Heavy Equipment Mechanic	24.16	
23440 - Heavy Equipment Operator	22.91	
23460 - Instrument Mechanic	24.85	
23465 - Laboratory/Shelter Mechanic	23.93	
23470 - Laborer	14.98	
23510 - Locksmith	23.21	
23530 - Machinery Maintenance Mechanic		25.43
23550 - Machinist, Maintenance	24.69	

23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
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	27.04

30390 - Photo-Optics Technician	27.98	
30395 - Radiation Control Technician	27.04	
30461 - Technical Writer I	24.12	
30462 - Technical Writer II	29.52	
30463 - Technical Writer III	35.72	
30491 - Unexploded Ordnance (UXO) Technician I		25.24
30492 - Unexploded Ordnance (UXO) Technician II		30.53
30493 - Unexploded Ordnance (UXO) Technician III		36.60
30494 - Unexploded (UXO) Safety Escort	25.24	
30495 - Unexploded (UXO) Sweep Personnel	25.24	
30501 - Weather Forecaster I	24.48	
30502 - Weather Forecaster II	29.77	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.19
30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	30.53	
31020 - Bus Aide	14.32	
31030 - Bus Driver	20.85	
31043 - Driver Courier	15.38	
31260 - Parking and Lot Attendant	10.07	
31290 - Shuttle Bus Driver	16.83	
31310 - Taxi Driver	13.98	
31361 - Truckdriver, Light	16.83	
31362 - Truckdriver, Medium	18.28	
31363 - Truckdriver, Heavy	19.96	
31364 - Truckdriver, Tractor-Trailer	19.96	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	14.89	
99030 - Cashier	10.03	
99050 - Desk Clerk	12.08	
99095 - Embalmer	25.36	
99130 - Flight Follower	25.24	
99251 - Laboratory Animal Caretaker I	12.43	
99252 - Laboratory Animal Caretaker II	13.59	
99260 - Marketing Analyst	33.51	
99310 - Mortician	34.10	
99410 - Pest Controller	17.69	
99510 - Photofinishing Worker	13.20	
99710 - Recycling Laborer	19.20	
99711 - Recycling Specialist	23.54	
99730 - Refuse Collector	17.01	
99810 - Sales Clerk	12.09	
99820 - School Crossing Guard	14.77	
99830 - Survey Party Chief	23.14	
99831 - Surveying Aide	14.38	
99832 - Surveying Technician	21.99	
99840 - Vending Machine Attendant	15.48	

99841 - Vending Machine Repairer  
99842 - Vending Machine Repairer Helper

19.67  
15.48

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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)).

DISTRICT OF COLUMBIA COURTS  
RELEASE OF CLAIMS

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

\_\_\_\_\_ herein  
(Name of Contractor)

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

\_\_\_\_\_  
\_\_\_\_\_

Located at:

\_\_\_\_\_  
\_\_\_\_\_

1. The Contractor hereby certified that there is due and payable by the Courts to the Contractor, under the contract and fully approved modifications, the balance of:

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

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

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

4. Except for the amounts stated in paragraph 1 and 2 above, the Contractor certifies that it has received from the Courts all sums of money pursuant to the above mentioned contract and any modifications.

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

In WITNESS WHEREOF, the Contractor has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:**

**WITNESS:**

\_\_\_\_\_(Seal)  
(Print or Type)

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Official Title)

\_\_\_\_\_

(Address)

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

**Appendix A – New Release Requirements**

Functional Tag	Requirement text	Description
1	<b>Docket Add Request Defect Remediation</b>	
1.1	YAS 1.1 shall identify the YAS user in CourtView when a docket is added	YAS 1.0 does not carry the YAS user_id into CourtView when creating a CourtView docket. YAS 1.1 needs to include the YAS user_id.
1.2	YAS 1.1 shall notify the user whether data uploaded to CourtView was successful or failed for a stated reason	YAS 1.0 sends data to CourtView but does not check to see that it was uploaded successfully. YAS 1.1 needs to perform this check and notify the YAS user whether data was successfully loaded or failed to upload.
2	<b>New Probation Officer Report</b>	
2.1	YAS 1.1 shall use the new Word template in Appendix B for all PO (Probation Officer) reporting (Emergency hearing reports will be the only reports submitted on a different report formats)	Currently, YAS produces a number of distinct PO reports. These have all been combined into one format that is largely text driven, but does include data culled from CourtView. In this new format, the user also needs to be able to perform simple cut and paste operations from outside sources (OnBase Images, PRISM – drug test results, and other external systems).
2.1.1	YAS 1.1 shall allow PO reports to keep older copies of the reports and build a new report starting from the most recent	When the PO submits a new report, the previous report is still included. New text is added and the Cases list as well as hearings list are updated.
2.1.2	YAS 1.1 shall allow for all previous text (from last version of a PO report) to be regular text, while new text is to be italicized.	A significant portion of each report is text that is manually added by the PO. Since reports are built from past reports, all existing text is to be in a normal font while any newly entered text will be italicized.
2.1.3	YAS 1.1 shall prevent the user from modifying the older previous text of a report while italicizing all new information entered.	All of the existing text from previous versions of the PO report cannot be changed. Only new (italicized) information is typed in.
2.1.4	YAS 1.1 shall allow the user to select or cut and paste information from CourtView Docket text into the report	The creation of the text portion of the report, requires the PO to research and find information from multiple sources. This data needs to be able to be inserted into the report using a cut and paste operation.
2.1.4.1	YAS 1.1 shall allow the user to select or cut and paste information from OnBase document images into the report	

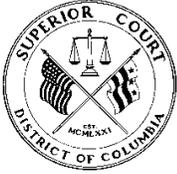
**Solicitation No.: DCSC-16-RP-0066**

**Enhancement of the Existing Youth Automation System (YAS)**

2. 1.4.2	YAS 1.1 shall allow the user to cut and paste information from other systems, such as PRISM, JUSTIS, and MD Case Search into the report	
2.1.5	YAS 1.1 shall allow the user to manually change the newly added data in a report	The PO needs to be able to interactively type new information into the report.
2.2	YAS 1.1 shall send an email to the users supervisor whenever any report is completed	Upon completion of a report by a PO, YAS needs to inform their supervisor that the report is ready for review. This is an existing process for the older reports in YAS that needs to be copied to the new report.
3	<b>Enhancements</b>	
3.1	YAS 1.1 shall display adult cases types and Family case types	Currently, YAS display Juvenile Delinquent (DEL) and Juvenile Social Files (JSF) only based on the name of the juvenile (respondent). This needs to be expanded to include any criminal cases for which the juvenile is a defendant, and any other family court cases such as Neglect/Abuse (NEG) cases that are concerned with the Juvenile.
3.2	YAS 1.1 shall allow for a search by DoB	YAS 1.0 can search/sort the data presented by JSF case number and also by respondent name. YAS 1.1 will expand this capability to include date of birth.
3.3	YAS 1.1 shall expand the notifications that YAS 1.0 sends to the POs and SPOs (Supervisory Pos)	YAS 1.0 sends certain notifications to the Pos and SPOs. YAS 1.1 needs to add additional notifications based on the data within the system using the same process.
3.3.1	YAS 1.1 shall provide notification to SPO for report review/review button	
3.3.2	YAS 1.1 shall provide some form of notification to the PO 45 days prior to the end of probation/consent decrees	
3.3.3	YAS 1.1 shall provide some form of notification to the PO & SPO 10 days after the end of probation/consent decrees	
3.4	YAS 1.1 shall allow CSSD Staff to have access to the Police Service Area (PSA) information on their cases	YAS 1.0 only certain users (Managers) have access to this information. YAS 1.1 needs to grant this access to all users.
3.5	YAS 1.1 shall have the capability to show all of the court hearings that the user attended for the month built off monthly calendar list created by the PO	The calendar with YAS 1.0 needs to be enhanced by showing all court hearings for the YAS user (same id is used in CourtView)

Solicitation No.: DCSC-16-RP-0066  
Enhancement of the Existing Youth Automation System (YAS)

**Appendix B – New Report Format and Data Sources**



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
*Family Court – Court Social Services Division*

INITIAL HEARING (SOO)  STATUS/TRIAL  SOCIAL STUDY  PROBATION REVIEW  PROBATION REVOCATION

**\*\*ALL NEW INFORMATION SINCE THE LAST HEARING IS IN ITALICS PRINT\*\***

**RE: JOHN SMITH**  
**AKA: JOHN DOE**

**Date:** *April 26, 2016*

**Soc. File No.:** 2002-123456

**To The Honorable Peter Judgment**

**Docket No.:** 2015DEL1234, 2016DEL0001 &  
2016DEL123, 2016DEL345

**From: Probation Officer Cynthia Jones**  
**Youth Information**

**Hearing Date:** *May 2, 2016*

**True Name:** John Doe (adopted name)

**Address:** 1234 2<sup>nd</sup> Street SW #123  
Washington, DC

**Aliases:** John Doe

**Telephone:** 202-123-4567

**Age:** 17 years old

**Date of Birth:** 11/11/1998

**Gender:** Male

**Birthplace:** D.C.

**Time in DC Area:** Lifetime

**Living With:** Shirley Smith, mother

**Dependents:** Unknown  
Academy/12th

**Current School/Grade:** Accotink

*Miranda Rights, SPO Phone # 202-123-1234*  
*Susan Officer, SPO Phone # 202-123-5678*  
*Interstate Compact Unit 510 4<sup>th</sup>.NW Washington, DC 20001 Fax# 202-123-6789*  
*Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678*

"This report and information contained therein can only be disclosed in accordance with D.C. Codes §16-2331, §16-2332, §16-2333.

Solicitation No.: DCSC-16-RP-0066  
Enhancement of the Existing Youth Automation System (YAS)

Social Security No.: N/A

Medical Insurance: N/A

X Ref#: 00123654

PDID No.: 123456

---

---

CASE INFORMATION:

Offense/DC Code: Theft II-22DC3211,3212B, Receiving Stolen Property-22DC3232A,C2 and Unlawful Entry-22DC3302

Plea: Pre-Adjudicated

Judgment: N/A

Release Status: Youth Shelter House

Detainers or Pending Charges: None

AAG: Marybeth Wilson

Telephone: 202-345-6789

Defense Counsel: Derrick Law

Telephone: 202-234-5678

Email: attorneylawd@gmail.com

OFFICIAL VERSION (PD 379 or Petition): *Pre-Adjudicated.*

YOUTH'S VERSION: *Pre-Adjudicated.*

COURT RECORD (Juvenile, Abuse/Neglect, Adult and other jurisdictions):

<u>Date of Arrest</u>	<u>Charge &amp; Docket No.</u>	<u>Disposition</u>	<u>Verified by</u>
<b>2015 DEL 123</b>			
9/3/2015	Assault with Dangerous Weapon	9/10/15, 5 Day hold Not Petitioned	CourtView
<b>2015 DEL 456</b>			
9/21/15	Threats	9/21/15, Not Petitioned	CourtView
<i>Miranda Rights, SPO Phone # 202-123-1234 Susan Officer, SPO Phone # 202-123-5678 Interstate Compact Unit 510 4<sup>th</sup>.NW Washington, DC 20001 Fax# 202-123-6789 Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678</i>			

"This report and information contained therein can only be disclosed in accordance with D.C. Codes §16-2331, §16-2332, §16-2333.

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

**2015 DEL 1234**

11/19/15	Theft II, Attempted Theft II, DOP (m) & Tampering With a Secured Bike	2/23/16, Plea entered to Tampering 5/6/16, Disposition scheduled Before Judge Judgment	CourtView
----------	---	---	-----------

**2016 DEL 0001**

1/2/16	<i>Destruction of Property-Felony</i>	<i>2/24/16, Plea entered to DOP-Misdemeanor 5/4/16, Disposition scheduled Before Judge Judgment</i>	<i>CourtView</i>
--------	---------------------------------------	---	------------------

**2016 DEL 123**

3/23/16	<i>Robbery</i>	<i>4/7/16, Plea entered to SA and Theft II 5/7/16, Disposition scheduled Before Judge Judgment</i>	<i>CourtView</i>
---------	----------------	--	------------------

**2016 DEL 567**

5/9/16 <b>Instant Offense</b>	<i>Theft II, RSP and UE</i>	<i>5/12/16 Secure status scheduled before Judge Judgment</i>	<i>CourtView</i>
----------------------------------	-----------------------------	--	------------------

*Miranda Rights, SPO Phone # 202-123-1234*  
*Susan Officer, SPO Phone # 202-123-5678*  
*Interstate Compact Unit 510 4<sup>th</sup>.NW Washington, DC 20001 Fax# 202-123-6789*  
*Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678*

**Solicitation No.: DCSC-16-RP-0066**

**Enhancement of the Existing Youth Automation System (YAS)**

**CURRENT and PAST PRE-ADJUDICATION, PRE DISPOSITION, PROBATION SUPERVISION ADJUSTMENT:**

The youth was last before the court before Judge Peter Judgment on February 22, 2016, at which time he entered a plea of involvement to Tampering (2015 DEL 1143) and Destruction of Property-Misdemeanor (2016 DEL 0007). John was released with conditions to his mother, Ms. Shirley Smith, despite the recommendation of Court Social Services for him to remain in Youth Shelter House placement. He was arrested on the Pre-Petition Custody Order in the instant offense on the next day. Therefore there is no information to report regarding his adjustment to being placed back in the care of his mother.

Before his most recent offense, John was placed at Kennedy Youth Shelter House on 2/3/16 due to non-compliance to his court release conditions and behavioral problems his grandmother was having in the home. He adjusted well at the YSH during his almost three week stay. There were no reports of unusual incident reports or behavioral problems in the youth shelter home.

UPDATE: March 2, 2016 – John appeared before Judge Lawyer Lawyer in 2016 DEL 123 on Tuesday, March 1, 2016. A trial date was set in that matter for April 6, 2016. He was remanded to Youth Shelter House Placement, and was placed at Dupont III YSH on the same evening. As he has been there for less than 24 hours, there is no information to report at this time regarding his adjustment.

UPDATE: March 25, 2016 – The youth last appeared before Judge Judgment and Judge Lawyer on March 8, 2016. At that time he remained remanded to Dupont III. Since his placement at Dupont III, the youth was doing well. On March 19<sup>th</sup> he amassed his first incident report on allegations of smoking marijuana in the facility, a fact that John denies. After this Officer informed John that his weekend pass would be in jeopardy if his drug test results were positive, he absconded from the facility several days later. A custody order was issued for his arrest on March 25, 2016.

UPDATE: April 11, 2016 – The youth last appeared before the court on April 6, 2016 at which time he entered a plea of involvement in 2016 DEL 123 to Simple Assault and Theft II. At the April 6<sup>th</sup> hearing a custody order was quashed that was a result of the youth having absconded from the ASY Shelter House on March 29, 2016. Prior to his placement at ASY, he had been out on a custody order after absconding from Dupont III Youth Shelter House on March 25, 2016. And even though he had previously absconded from two different Youth Shelter House placements in the span of a week, he was released home to his mother on April 6<sup>th</sup> after entering a plea of involvement. This Officer conducted a curfew check/home visit that same evening and at 9:15 pm, John was not home despite having a 7:00 pm curfew. Three short days after his release home, he incurred the Instant Offense before this court on allegations of Theft II, Receiving Stolen Property and Unlawful Entry.

*Miranda Rights, SPO Phone # 202-123-1234*

*Susan Officer, SPO Phone # 202-123-5678*

*Interstate Compact Unit 510 4<sup>th</sup>.NW Washington, DC 20001 Fax# 202-123-6789*

*Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678*

**Solicitation No.: DCSC-16-RP-0066**

**Enhancement of the Existing Youth Automation System (YAS)**

*UPDATE: April 26, 2016 – John last appeared before Judge Judgment on April 13<sup>th</sup> after probable cause was found in his most recent case of 2016 DEL 567. At that time given the new case and past abscondence from shelter home placements, he was remanded to the Youth Services Center pending his next court date. Since his detainment, this Officer has not received any notice of incident reports or negative behavior while in detention.*

**FAMILY GROUP CONFERENCE:** There has been no FGC during this reporting period.

**EMPLOYMENT HISTORY:** N/A

**SOCIAL HISTORY:** N/A

**School:**

Current School: Accotink Academy in Springfield, Virginia

Current Grade: 12th

Standardized Test Results:

IQ Test Results:

Special Ed. (Y/N): Yes

If Yes, IEP Classification: N/A

Special Needs:

Comments:

**Health: N/A**

Physical Health Concerns: None

Mental Health Concerns: See Below

Medication(s): See Below

Treatment Program/Contact Person: Psychiatric Institute of Washington (PIW)/Ms. Courtney

Segal

Address: 4228 Wisconsin Avenue, NW WDC 20016

Telephone No.: 202-885-5600

Time in Program: 21-day

Comments:

*Miranda Rights, SPO Phone # 202-123-1234*

*Susan Officer, SPO Phone # 202-123-5678*

*Interstate Compact Unit 510 4<sup>th</sup>.<sup>NW</sup> Washington, DC 20001 Fax# 202-123-6789*

*Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678*

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

The youth has a past mental health history that includes treatment of Mood Dysregulation Disorder and ADHD. He has previously been prescribed psychotropic medications, (a regimen of Lithium, Abilify and Clodine), however since the inception of his cases before this Judiciary; he has not had access to his medication. Attempts to reach his adopted mother to inquire about the medication history and source of prescription have been unsuccessful. A review of John's case file indicates that there is an extensive history of mental health issues and attempted treatment, including several hospitalizations at PIW and Adventist Behavioral Health. While at ABH John had several incidents of assaulting staff and other patients. Past emails from his adoptive mother indicate that he has threatened to kill her and her family on several occasions.

*A psychoeducational evaluation completed by the Child Guidance Clinic on 2/2/2016 gave the following diagnostic impression:*

**DSM-5 DIAGNOSIS:**

296.99 (F34.8) *Disruptive Mood Dysregulation Disorder*

313.89 (F94.1) *Reactive Attachment Disorder*

314.01 (F90.2) *Attention Deficit Hyperactivity Disorder (By History)*

315.1 (F81.2) *Specific Learning Disorder impairment in mathematics (accurate calculation)*

V61.20 (Z62.820) *Parent-Child Relational Problem*, V15.41 (Z62.810) *Personal History (past history) of physical abuse in childhood*, V15.41 (Z62.810) *Personal History (past history) of sexual abuse in childhood*, and 995.52 (T74.02XA) *Child Neglect, initial encounter*.

*The evaluator further indicates that "Information provided by the client and collateral sources indicates that his symptoms continue to meet criteria and Disruptive Mood Dysregulation Disorder. He also received a new diagnosis of reactive attachment disorder. John also demonstrates budding elements of an addiction to pornography, while not diagnosable, this should also be addressed."*

*Of grave concern to this Officer and the youth's mother, Ms. Shirley Smith is the fact that John has not had his psychotropic medications for several months. Because of the transition of the youth from his adopted mother's care in Virginia, his Virginia Medicaid was discontinued in September of 2015. Ms. Smith has applied for DC Medicaid and the case is still pending.*

*The psychoeducational evaluation has recommended the following:*

- 1. It is recommended that John receive a medication to address his chronic irritability and mood stability.*
- 2. It is recommended that John attends therapy to address his current attachment and mood problems. Therapy can help alleviate his familial problems.*

Miranda Rights, SPO Phone # 202-123-1234  
Susan Officer, SPO Phone # 202-123-5678  
Interstate Compact Unit 510 4<sup>th</sup>.<sup>NW</sup> Washington, DC 20001 Fax# 202-123-6789  
Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

3. *It is recommended that John is referred to specialist that works with youth addictions and in particular addictions to pornography. The Department of Behavioral Health should be consulted to assist in finding a therapist that can provide this specialized service.*

4. *It is recommended that John receives a tutor. A tutor will assist him in increasing his math, reading, and writing skills.*

5. *John will likely benefit from a mentorship program. John should be given a mentor in order to assist him in developing healthy relationship in which he may feel comfortable expressing himself. A mentor will further assist him in engaging in educational and structured activities.*

*It should be noted that this Officer has referred the family to Hillcrest Children and Family Services for an intake; however the lack of medical insurance information is stalling the process of obtaining crucial mental health services.*

**Substance Use/Abuse:**

Type of Drug(s) Used: Unknown  
Period of Usage:  
Test Results:  
Most Recent Treatment: None  
Program Name/Contact Person:  
Telephone No.:  
Address:  
Compliance:

*Comments: John has refused to provide a urine sample during the last seven attempts to get him to drug test. Please see PRISM results below.*

**Drug Testing**

Function	Date	Drug Test Type	Coc	Amp	Pcp	Opi	Meth	Mari	Alc	Crea	Result	Status	Compl
<a href="#">PT</a>	<a href="#">4/9/2016</a>	<a href="#">Lock Up</a>	=	=	=	=	=	=	=	=	<a href="#">Unable</a>		

Miranda Rights, SPO Phone # 202-123-1234  
Susan Officer, SPO Phone # 202-123-5678  
Interstate Compact Unit 510 4<sup>th</sup>.<sup>NW</sup> Washington, DC 20001 Fax# 202-123-6789  
Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

<u>PT</u>	<u>3/29/2016</u>	<u>Lock Up</u>	=	=	=	=	=	=	=	<u>UnavlLUP</u>	
<u>PT</u>	<u>3/23/2016</u>	<u>Surveillance</u>	=	=	=	=	=	=	=	<u>Unable</u>	
<u>PT</u>	<u>2/24/2016</u>	<u>Lock Up</u>	=	=	=	=	=	=	=	<u>Unable</u>	
<u>PT</u>	<u>1/2/2016</u>	<u>Lock Up</u>	=	=	=	=	=	=	=	<u>Unable</u>	
<u>PT</u>	<u>12/2/2015</u>	<u>Surveillance</u>	=	=	=	=	=	=	=	<u>Unable</u>	
<u>PT</u>	<u>8/1/2015</u>	<u>Evaluation</u>	=	=	=	=	=	=	=	<u>Unable</u>	
<u>PT</u>	<u>4/6/2016</u>	<u>Surveillance</u>	=	=	=	=	=	=	=	<u>NoReport</u>	<u>NO</u>
<u>Comments: Drug testing suspended due to multiple failures to report</u>											
<u>PT</u>	<u>3/30/2016</u>	<u>Surveillance</u>	=	=	=	=	=	=	=	<u>NoReport</u>	<u>NO</u>
<u>PT</u>	<u>3/16/2016</u>	<u>Surveillance</u>	=	=	=	=	=	=	=	<u>NoReport</u>	<u>NO</u>
<u>PT</u>	<u>3/10/2016</u>	<u>Placement</u>	=	=	=	=	=	=	=	<u>NoSubmit</u>	<u>NO</u>
<u>PT</u>	<u>12/16/2015</u>	<u>Surveillance</u>	=	=	=	=	=	=	=	<u>NoReport</u>	<u>NO</u>
<u>Comments: Drug testing suspended due to multiple failures to report</u>											
<u>PT</u>	<u>12/9/2015</u>	<u>Surveillance</u>	=	=	=	=	=	=	=	<u>NoReport</u>	<u>NO</u>
<u>PT</u>	<u>11/25/2015</u>	<u>Placement</u>	=	=	=	=	=	=	=	<u>NoSubmit</u>	<u>NO</u>
<u>PT</u>	<u>11/25/2015</u>	<u>Placement</u>	<u>N</u>	=	<u>N</u>	=	=	<u>N</u>	=	<u>N</u>	<u>YES</u>
<u>PT</u>	<u>10/20/2015</u>	<u>Lock Up</u>	<u>N</u>	=	<u>N</u>	=	=	<u>N</u>	=	<u>N</u>	<u>YES</u>
<u>PT</u>	<u>8/3/2015</u>	<u>Evaluation</u>	<u>N</u>	=	<u>N</u>	=	=	<u>N</u>	=	<u>N</u>	<u>YES</u>

**SOURCE (S) OF INFORMATION:**

Significant Contact Person: Kathy Doe  
 Relationship to Youth: Adopted mother  
 Telephone Number: 202-579-8985

Significant Contact Person: Janice Smith  
 Relationship to Youth: Biological mother  
 Telephone Number: 202-910-0107

**\*\*\*The following was reported during a previous intake interview by Ms. Kathy Doe who has since**

*Miranda Rights, SPO Phone # 202-123-1234*  
*Susan Officer, SPO Phone # 202-123-5678*  
*Interstate Compact Unit 510 4<sup>th</sup>.NW Washington, DC 20001 Fax# 202-123-6789*  
*Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678*

“This report and information contained therein can only be disclosed in accordance with D.C. Codes §16-2331, §16-2332, §16-2333.

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

*terminated her interest in this case. Information is contained herein to allow for a complete picture of familial relations and the special circumstances of youth's current situation.\*\*\**

**YOUTH & FAMILY HISTORY:** According to Kathy Doe, adoptive mother, the youth resides with her in an apartment located at 4321 South Washington Street, 123, in Alexandria, Virginia, 22314. The adoption originated from a report of physical/sexual abuse and neglect in 2009, as a result of the Neglect case 2003 NEG 001. Ms. Doe indicated she and the youth have a poor relationship. Ms. Doe further indicated that the youth's relationship with his biological mother was dysfunctional. According to the adoptive mother, Ms. DOe, indicated the youth recently reconnected with his biological family in February 2015. According to Ms. Doe, the adoptive mother, she allowed the youth to spend the summer with his biological mother and grandmother; however, she reported that it has caused a strain in their relationship. The youth's older brother, who was also raised by Ms. Doe, recently turned 18 and is now living with the grandmother. According to Ms. Doe, the youth's biological father is unknown. Ms. Shirley Smith is the biological mother whom resides in NEDC.

Ms. Doe, the youth's response to parental authority is described as poor. She further indicated, the youth fails to adhere to the rules of the home. She reported that John is very disrespectful, unmanageable, aggressive and physically abusive. It is reported that the youth has broken Ms. Doe's personal property, stolen money, credit cards, personal possessions of hers and that of other family members and neighbors. The Alexandria and Prince George's County Police were notified. In Va, she indicated that six police reports were taken within the last 4 weeks. A total of at least fifty reports were taken in PG. County for threats, destruction of property, and threats to kill Ms. Doe (2013, 2015). Threats were last directed at Ms. DOe on October 3, 2015, as the respondent refused to adhere to her directive pertaining to attending school on that date.

According to the adoptive mother, in 2013, the youth pulled a knife on a PG Police officer responding to a theft call at her residence. According to Ms. Doe, the officer was able to calm the youth down via communication. No arrest was made during the aforementioned encounter. The youth has a long history of absconding from the home. The abscondances began in 2007, and continued until 10/19/15, Alexandria police were summoned to Ms. Doe's residence and a police report was taken. The adoptive mother further reported that the youth has absconded over 100+ x's since 2007. Police reports were taken in most of the aforementioned abscondances. Ms. Doe reports, the youth would abscond from home and school (various schools over the years.)

**UPDATE:** January 21, 2016 – This Officer has not had an opportunity to speak with the youth's adopted mother to get a clear picture of what led the youth to her care and what the circumstances were that led her to send him back to his biological family. A thorough review of his case file indicates that he was born addicted to substances, and while his biological mother initially refused to

*Miranda Rights, SPO Phone # 202-123-1234*  
*Susan Officer, SPO Phone # 202-123-5678*  
*Interstate Compact Unit 510 4<sup>th</sup>.NW Washington, DC 20001 Fax# 202-123-6789*  
*Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678*

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

take him home once he was discharged from the hospital, she did eventually take him. He was with her until the age of 3 at which time he was removed from the home due to allegations of John being physically and sexually abused. After stays in several different foster homes, he was adopted by Ms. Kathy Doe at the age of 9.

During the last month and a half of his placement with his grandmother, I have observed that Ms. Mimi Smith is not equipped to handle the stress of dealing with John and all his behavioral and attitude issues. This Officer typically receives three to four calls, voicemails (sometimes on weekends), or text messages per week from Ms. Smith detailing John's behavior and how she cannot handle it. Most recently John stole an Enterprise rental car (rented by Ms. Smith), crashed the car and then left the scene of the accident. Ms. Smith was so distraught over the course of these events that she sent John to go stay with his biological mother (her daughter), Ms. Janice Smith for a few days. It is this Officer's understanding that Ms. Janice Smith has lost her parental rights due to the past instances of abuse and neglect.

UPDATE: February 19, 2016 – This Officer has filed reports with both Child and Family Services Agency as well as Child Protective Services of Alexandria Virginia regarding the youth's adopted mother, Ms. Kathy Doe severing her ties with the youth and in essence "giving him back" to his birth family without the court's involvement. At some point in the case it will be important that the youth have a stable home environment to go to and this is not the case at this time. His grandmother Ms. Mimi Smith, is ill-equipped to handle his mental health needs and behavioral problems and his biological mother had her parental rights terminated by the courts in 2003. This Officer has spoken to Ms. Janice Smith (biological mother) who has reported that she has taken steps to begin the process of having her parental rights reinstated.

UPDATE: April 11, 2016 – On April 6, 2016, the youth was released to his biological mother, Ms. Janice Smith, although she is not the legal guardian. Ms. Smith has seamlessly assumed the role of caretaker for John and his brother (who also had previously lived with Ms. Doe). She has begun the process of applying for SSDI and medical insurance for John.

**UPDATE: April 26, 2016** – *This Officer spoke with Ms. Smith who stated that she has continued to follow up on the status of John's health insurance and SSDI benefits and was recently informed that a decision would be made by May 1<sup>st</sup>.*

**EVALUATIVE SUMMARY:** *The youth is a 17 year old before the court after being arrested on allegations of Theft II, Receiving Stolen Property and Unlawful Entry. He is also awaiting disposition in three previous matters for Tampering, Destruction of Property, Simple Assault and Theft II. John's case has been a difficult one since its inception. This youth was adopted nine years*

Miranda Rights, SPO Phone # 202-123-1234  
Susan Officer, SPO Phone # 202-123-5678  
Interstate Compact Unit 510 4<sup>th</sup>.<sup>NW</sup> Washington, DC 20001 Fax# 202-123-6789  
Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678

**Solicitation No.: DCSC-16-RP-0066**

**Enhancement of the Existing Youth Automation System (YAS)**

*ago, however his recent delinquent behaviors have led his adoptive mother, Ms. Kathy Doe, to let him go be with his biological family. His biological mother, Ms. Janice Smith is willing to assume responsibility for John, however her parental rights were terminated years ago and she has only just begun the legal process of trying to have her rights reinstated. In the meantime, this court had placed John in the various Youth Shelter Homes as well as the home of his mother, Ms. Janice Smith. John's community supervision has been plagued by non-compliance to his court orders (missed office visits, curfew violations, truancy, abscondences, etc.) and incurring new criminal matters while already under supervision.*

**INDIVIDUAL SERVICE PLAN:**

1. Curfew directly after school unless with parent or shelter house staff
2. Comply with all shelter house rules and regulations
3. Comply with all reasonable referrals from CSS
4. Stay away from 3212 7<sup>th</sup> Street NE, and Michael Jones, Jean Jones
5. Drug test today and if positive weekly drug testing
6. No rearrest

**UPDATED: April 26, 2016 – Secure Detention**

**\*Youth is to comply with recommendations and referrals of Probation Officer and services are to be implemented at the discretion of P.O.\***

**\*Youth may be placed on electronic monitoring as a sanction at the discretion of Probation Officer. \***

**RECOMMENDATION:**

*It is respectfully recommended that the youth remains detained at the Youth Services Center pending trial. It is further requested that the court order a psychiatric evaluation to assist in the facilitation of the commitment process, should the youth be deemed not appropriate for probation.*

**\*\*This PO is unavailable for Court hearings on *Wednesdays* due to curfew tour of duty. \*\***

Respectfully submitted,

*Cynthia Jones*

*Miranda Rights, SPO Phone # 202-123-1234*

*Susan Officer, SPO Phone # 202-123-5678*

*Interstate Compact Unit 510 4<sup>th</sup>.<sup>NW</sup> Washington, DC 20001 Fax# 202-123-6789*

*Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678*

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

---

Probation Officer  
(202) 123-6789/ (202) 123-7809

Approved by: ***Miranda Rights***

---

Miranda Rights, Supervisory Probation Officer  
(202) 123-1234

Susan Officer, Supervisory Probation Officer  
(202) 123-5678

*Miranda Rights, SPO Phone # 202-123-1234*  
*Susan Officer, SPO Phone # 202-123-5678*  
*Interstate Compact Unit 510 4<sup>th</sup>.<sup>NW</sup> Washington, DC 20001 Fax# 202-123-6789*  
*Phyllis Wong, Region I Program Manager, 202-508-1819 Cell 202-123-5678*

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

Field	Source	Comments
Type of Report Check Box	This may be able to be determined from the CourtView Docket code selected (Report is uploaded to CourtView as an image attached to a docket).	Initial Hearing (SOO) is for PIN only. All other boxes are for both PIN & DEL
RE:	Respondent Name in CourtView	
AKA:	Alias(es) in CourtView	May be multiple lines
...Honorable:	Judge Name in CourtView	
From:	YAS ID for report creator	
Date:	sysdate	
Soc. File No:	CourtView Case Number (JSF real_case.dscr)	
Docket No:	Related cases for Respondent (DEL, PIN only) in CourtView	
Hearing Date:	Next Hearing Date from CourtView	This is the earliest future date from all related cases
<b>YOUTH INFORMATION</b>	All CourtView fields are for the respondent:	
True Name:	CourtView PTY full name	
Aliases:	Alias(es) in CourtView	May be multiple lines
Age:	CourtView Age	
Gender	CourtView Gender	
Time in DC Area	User Entry	
Dependents	User Entry	
Social Security No:	CourtView SSN	
X Ref#:	CourtView xref	
Address:	CourtView current address	
Telephone:	CourtView Home Phone	
Date of Birth:	CourtView DOB	
Living With:	User Entry	
Current School/Grade:	CourtView	May be overwritten by user
Medical Insurance	?	
PDID No:	CourtView PDID	
<b>CASE INFORMATION:</b>		
Offense/DC Code:	May get from Petition, but probably user entry	
Plea:	User Entry	
Release Status:	CourtView Condition Agency	
Detainers ...	User Entry	
AAG:	User Entry	
Defense Counsel:	CourtView Respondent Atty	
Judgment:	User Entry	
Telephone (AAG):	User Entry	
Telephone (Defense):	CourtView Respondent Atty business phone	

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

Email:	CourtView Respondent Atty email address	
<b>PAGE 2</b>		Page numbers may not align with copied report above due to RFP header etc.
Official Version ...	CourtView JSF Docket Statement of Facts	
Youth's Version:	User Entry	
<b>COURT RECORD</b>	CourtView Charges for all related DEL, PIN cases	
Date of Arrest	CourtView Arrest Date	
Charge & Docket No.	CourtView Charge (ACTN_CD)	
Disposition	CourtView Disposition Date and status	
Verified by	"CourtView"	constant
<b>PAGE 3</b>	All data is user Entry. Current (New) entry is italicized.	This data is accumulated from past reports. All older information is kept as normal text while new entries are in italics.
<b>PAGE 4</b>		
Family Group Conference	User Entry	
Employment History	User Entry	
Social History	User Entry	
<b>School:</b>		
Current School	CourtView	
Current Grade	CourtView	
Standardized Test Results	User Entry	
IQ Test Results	User Entry	
Special Ed	User Entry	
IEP Classification	User Entry	
Special Needs	User Entry	
Comments	User Entry	
Health	User Entry	
Physical Health Concerns	User Entry	
Mental Health Concerns	User Entry	
Medications	User Entry	
Treatment Program ...	User Entry	
Address:	User Entry	
Telephone No.	User Entry	
Time in Program	User Entry	
Comments	User Entry	This data is accumulated from past reports. All older information is kept as normal text while new

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

		entries are in italics.
<b>PAGE 5</b>	All data is user Entry. Current (New) entry is italicized.	This data is accumulated from past reports. All older information is kept as normal text while new entries are in italics.
<b>PAGE 6</b>		
<b>Substance Use/Abuse:</b>		
Type of Drug(s) Used	User Entry	
Period of Usage:	User Entry	
Test Results:	User Entry	
Most Recent Treatment:	User Entry	
Program Name/Contact Person	User Entry	
Telephone No.:	User Entry	
Address:	User Entry	
Compliance:	User Entry	
Comments:	User Entry	
<b>Drup Testing</b>	This data is pulled from Pre-Trial Services exactly as shown in the report	
<b>PAGES 7 &amp; 8</b>	All data is user Entry. Current (New) entry is italicized.	This data is accumulated from past reports. All older information is kept as normal text while new entries are in italics.
<b>PAGE 9</b>		
...commments at top	remainder of Pages 7 & 8 user entry	
<b>RECOMMENDATION:</b>	User Entry	
Probation Officer	YAS User who creates report	YAS needs to have the full name of each user and their telephone numbers stored within the system. A script font is to be used for the signature. YAS shall generate an email to both supervisors that can also include other attachments. I.e., YAS needs to bring up an Outlook send message screen with the report included as an attachment. The PO can then add other attachments if necessary.

**Solicitation No.: DCSC-16-RP-0066**  
**Enhancement of the Existing Youth Automation System (YAS)**

Approved By:	YAS Supervisor who approves the report	<p>As stated above, when a PO creates a report, YAS will send an email to their 2 supervisors (stored in YAS). Whichever one responds to the email that YAS automatically sends to both when the report is created, will have their full name entered in the Approved By field. Both supervisors names and phone numbers will appear below the signature line. Once a supervisor approves the report, the supervisor needs to forward the email they received from the PO to the Judge with the now modified report attached (SPO signature) as a Word Document. This email needs to first appear in Outlook to allow the supervisor to modify the other attachments.</p>
--------------	--	---

**Appendix C – Existing System Requirements**

Functional Tag	Requirement Text	Comments/Sources
FUNCTIONAL1:	<b>Document Generation</b>	
FUNCTIONAL 1.1	The system shall collect and store the information currently on the paper version of the Risk Assessment Instrument (RAI) document--new web based form to be created; should have two columns for RAI score, one for day and night. **The RAI score will be displayed in its original value, but will also have an adjusted score & accompanying narrative that will allow the PO to justify a modified level of supervision that does not correspond with the assigned RAI value.**To be discussed further	All items within Functional 1 will require data entry from the CSS user, in order to populate pre-defined fields/sections of the specified document. Personally Identifiable Information obtained via x-ref #search/validation with CourtView can be used to populate the respondent's demographic data (i.e. name, d.o.b.,etc.). In many cases, there is already an existing soft copy of the specified document in MS Word format, and the new electronic version will further automate the process and allow for consistent style, formatting and appearance. In addition, the new electronic versions of these documents will allow for free-text narrative data entry, when applicable, and without pre-defined character limitation (i.e. maximum of 200 characters).
FUNCTIONAL 1.2	The system shall collect and store the information currently on the paper version of the Social Assessment form--new web based form to be created	
FUNCTIONAL 1.3	The system shall collect and store the information currently on the paper version of the CSS Detention-Release Form--new web based form to be created	
FUNCTIONAL 1.4	The system shall store information from the current CourtView "Charges" table ( <b>Table: PTYCHRG, Field: DSCR</b> ) to be displayed on RAI form	
FUNCTIONAL 1.5	The system shall provide a summary report template for Social Assessment form, to populate demographic information for respondent	
FUNCTIONAL 1.6	The system shall collect and store the information currently on the paper version of the Daily and Nightly intake logs	
FUNCTIONAL 1.7	The system shall collect and store the information currently on the paper version of the Gain-SS form--new web based version to be created	

Functional Tag	Requirement Text	Comments/Sources
FUNCTIONAL 1.8	The system shall collect and store the information currently on the paper version of the Conner's Intake Inventory (A.K.A. CBRS) form for Behavioral Court--new web based version to be created	
FUNCTIONAL 1.9	The system shall collect and store the following forms: Pre-trial Services Agency Drug Testing and School, At-Risk & Medical Release Information	
FUNCTIONAL 1.10	The system shall provide an electronic version of the Truancy Referral Matrix (Excel Spreadsheet)	
FUNCTIONAL 1.11	The system shall collect and store an electronic version of the Receipt of Notification Letter and the Determination Letter	
FUNCTIONAL 1.12	The system shall collect and store an electronic version of the Withdrawal of Custody Order	
FUNCTIONAL 1.13	The system shall collect and store an electronic version of the Request for Issuance of Custody Order and Family Group Conference forms	
FUNCTIONAL 1.14	The system shall provide an electronic version of the Walk-In Referral Screening Form	
FUNCTIONAL 1.15	The system shall collect and store the information currently on the hardcopy Domestic Relations Information Sheet	No longer required.
FUNCTIONAL 1.16	The system shall collect and store the information currently on the paper version of the Interstate Compact Form--new web based version to be created	
FUNCTIONAL 1.17	The system shall store and record information contained on the Computer Status Change Form-- new web-based version to be created (softcopy needed from CSS)	
FUNCTIONAL 1.18	The system shall provide functionality to create new electronic version of Social Study Report--soft copy document to be delivered by Ms. Barksdale	1.18 1.21 and 1.22 will be consolidated to the new report format that is used for all reports.
FUNCTIONAL 1.19	The system shall provide a new electronic version of the Affidavit document	
FUNCTIONAL 1.20	The system shall provide functionality to generate Pretrial/Status Reports based on CSS user initiated data entry	Changed to Emergency Hearing Request Report

Functional Tag	Requirement Text	Comments/Sources
FUNCTIONAL 1.21	The system shall provide functionality to generate Disposition Reports based on case-id search/matching in CourtView, allowing free-text narrative data entry by CSS user	No longer required
FUNCTIONAL 1.22	The system shall provide functionality to generate Progress Reports based on CSS user initiated data entry	No longer required
FUNCTIONAL 1.23	The system shall generate a new electronic version of the Notice of Equipment Responsibility	
FUNCTIONAL 1.24	The system shall generate a new electronic version of the Electronic Monitoring Termination/Extension form	
FUNCTIONAL 2	<b>Information Collection/Storage</b>	
FUNCTIONAL 2.1	The system shall display CourtView data for same respondent from prior DEL cases to include date of arrest (captured in Arrest Dt/Tm field <b>Table: PTCGARRP, Field: ARST_DT</b> )	
FUNCTIONAL 2.2	The system shall record the outcome for a respondent after arrest made by law enforcement (captured in Bond Release field in CourtView; <b>Table: RELRESCD, Field: DSCR</b> )	
FUNCTIONAL 2.3	The system shall provide decision support based on the information from the DCPS Protocol. The DCPS Protocol is a formal methodology practiced by the DC Public Schools system, relative to school & student's interaction with CSS. Decision support refers to the ability to refer to a specific section within the Protocol to cite legal reasoning for the recommendations of the PO. An electronic copy of the DCPS Protocol will be housed within the new system, and the user can cite or highlight relevant statutes in their assessment/decision making process	
FUNCTIONAL 2.4	The system shall display CourtView data for same respondent from prior DEL cases to include disposition, <b>Table: DSPCD, Field: DSCR</b>	
FUNCTIONAL 2.5	The system shall display CourtView data for same respondent from prior DEL cases to include custody order history (date, reason for issuance and outcome)	

Functional Tag	Requirement Text	Comments/Sources
FUNCTIONAL 2.6	The system shall record when a parent/guardian or custodian initiates a walk-in referral, whether or not they possess the required documentation necessary to go forward with processing, and the outcome of the walk-in visit	
FUNCTIONAL 2.7	The system shall record and store copy of the receipt provided to the walk-in (which will document the CSS recommendation)	
FUNCTIONAL 2.8	The system shall record when a youth has been offered diversion based on user (CSS PO or Deputy Clerk) initiated data entry	
FUNCTIONAL 2.9	The system shall provide the ability to automate the process of faxing/emailing the CSS diversion referral package	
FUNCTIONAL 2.10	The system shall automate the delivery of intent to petition truancy cases to referral sources (example: OAG, school, parent, CFSA, etc.) via email to a dedicated inbox or some other means of electronic data delivery; CSS to explore legal requirements and necessity of original copies	
FUNCTIONAL 2.11	The system shall provide functionality to determine CSS unit assignment according to geographic location, program function, etc., based on CSS user initiated data entry	
FUNCTIONAL 2.12	The system shall store information that is needed for status reports.(may include details of home visit, conditions of release reviewed, school visit, adjustment since previous appearance, recommendations submitted for supervision plan, additional services, i.e. mentoring, family counseling, grief therapy, drug education, family group conference, etc) Template/data entry screen to be created in order to generate status reports	
FUNCTIONAL 2.13	The system shall collect and store the information currently on the paper version of the Case Management Form--new web based form to be created that calculates deadline/maximum time allotment for PO interaction w/Respondent to take place	

Functional Tag	Requirement Text	Comments/Sources
FUNCTIONAL 2.14	The system shall collect and store the information currently on the paper version of the Case Review Form. Docket codes thrown in CourtView will be used to populate new electronic version of Case Review Form, docket date/file date to be captured--new web based form to be created.	
FUNCTIONAL 2.15	The system shall provide summary data from all scheduled events and event results as docketed in CourtView (as in Event Selection on CRTS 3025), to be listed as "Involvement with the Court"	
FUNCTIONAL 2.16	The system shall provide functionality to tally & document Community Service Obligation, hours performed, status of compliance	
FUNCTIONAL 2.17	The system shall collect and store the information currently on the paper version of re-instatement of petition against respondent when Consent Decree condition not met--PO to be notified 45 days prior to the expiration of the probationary term. The expiration date is based on pre-determined time parameter, 45 days from the time of CSS user initiated data entry	
FUNCTIONAL 2.18	The system shall keep running record of Domestic Relations case activities--more information needed for this item from CSS	Not implemented
FUNCTIONAL 2.19	The system shall collect and store the information currently on the paper version of the Domestic Relations Information sheet--soft copy of form needed	Not implemented
FUNCTIONAL 2.20	The system shall contain functionality to notify a PO that a Domestic Relations case has been assigned to them and that a letter has been sent to the necessary parties	Not implemented
FUNCTIONAL 2.21	The system shall indicate whether a PO has established contact with parties for interview/home visit schedule	Not implemented
FUNCTIONAL 2.22	The system shall record information on home study, school visit for domestic relations cases (the date/time it was scheduled and the date/time it was completed)	

Functional Tag	Requirement Text	Comments/Sources
FUNCTIONAL 2.23	The system shall record serial number information from Electronic Monitoring Equipment and allow search functionality to display a history of respondents who had the device	
FUNCTIONAL 2.24	The system shall record orders for assessment sent to CGC and provide an archive of past orders for the same respondent	
FUNCTIONAL 2.25	The system shall provide historical data to list each time a respondent has visited the CGC	
FUNCTIONAL 3	<b>Message Notification</b>	
FUNCTIONAL 3.1	The system shall store a record of three docketed loss of contact entries and when they occur in a 21 day period, it shall notify the PO & SPO	
FUNCTIONAL 3.2	The system shall notify PO 45 days prior to the expiration of the probationary term. The expiration date is based on pre-determined time parameter, 45 days from the time of CSS user initiated data entry	
FUNCTIONAL 3.3	The system shall notify CSS staff when a petition is available in CourtView (Docket Entry/Insert docket id: <b>PET JUV</b> )	
FUNCTIONAL 3.4	The system shall notify CSS staff when a respondent has a JSF file present in CourtView (X-REF number will be used to perform search)	Not implemented
FUNCTIONAL 3.5	The system shall notify CSS staff when a PD 379 has been entered in CourtView Docket codes may need to be added in CV and added to a docket report group for data transfer	PD 379 is no longer in use
FUNCTIONAL 3.6	The system shall notify CSS Staff when PD 313 has been entered in CourtView Docket codes may need to be added in CV and added to a docket report group for data transfer	Not implemented
FUNCTIONAL 3.7	The system shall notify CSS staff when PD 163 has been entered in CourtView Docket codes may need to be added in CV and added to a docket report group for data transfer	

Functional Tag	Requirement Text	Comments/Sources
FUNCTIONAL 3.8	The system shall notify CSS staff when a hearing has been scheduled for a respondent based on update to the event history screen--based on CourtView case-id search/match ( <b>CRTS3025</b> )	
FUNCTIONAL 3.9	The system shall notify CSS staff when a hearing date is approaching for a respondent, based on CourtView case-id search/match and predetermined time parameter to limit number of days in the future to look for scheduled events in CourtView ( <b>CRTS3025</b> )	
FUNCTIONAL 3.10	The system shall notify CSS staff when a Detention Order has been issued for a respondent (Docket Entry/Insert docket id: <b>ORDDJ JUV</b> )	
FUNCTIONAL 3.11	PO shall be notified in advance of predetermined deadline to complete tasks outlined in Case Management Form	
FUNCTIONAL 3.12	PO & SPO shall be notified once pre-petition custody order (received from OAG) is scanned into CV	
FUNCTIONAL 3.13	PO & SPO shall be notified once a Custody Order is issued in a DEL case (Docket Entry/Insert docket id: <b>CISSUED</b> )	
FUNCTIONAL 3.14	SPO shall be notified upon updates to the Supervision Type field ( <b>TABLE :CASEPROB FIELD: PBTN_CD; CRTS2006</b> ); alert to notify SPO designees at the different CSS locations	
FUNCTIONAL 3.15	The system shall provide functionality to generate request for extension of probation to the Court--PO to be notified 45 days prior to the expiration of probationary term. **PO will send document to supervisor as email attachment; supervisor to monitor process. The expiration date is based on pre-determined time parameter, 45 days from the time of CSS user initiated data entry	
FUNCTIONAL 3.16	The system shall notify CGC staff when assessment or therapy has been ordered for a respondent	
FUNCTIONAL 3.17	The system shall notify Probation Officers and JICC staff of upcoming due dates for reports to be submitted for Court	JICC staff portion not implemented

<b>FUNCTIONAL 4</b>	<b>Reports</b>	
FUNCTIONAL 4.1	The system shall generate home study report that can be saved, viewed (read-only copy), and modified with a new filename at a later date	No longer in use.
FUNCTIONAL 4.2	The system shall generate overnight transmittals to be emailed to CIC, CSS Director, intake I staff	
FUNCTIONAL 4.3	The system shall notify the SPO & PO two business days after the assignment of referral processing has begun for a youth based on CSS user initiated data entry	
FUNCTIONAL 4.4	The system shall notify the PO of record once the determination has been made that the youth is "Court Involved" based on review of matching XREF number via CourtView records search	
FUNCTIONAL 4.5	The system shall notify the PO 30 days after a youth has been referred for diversion services based on CSS user initiated data entry at the time of referral	
FUNCTIONAL 4.6	The system shall provide a report to indicate the number of juveniles transported by DPU staff, per entries on DPU transportation log (Excel spreadsheet)	
FUNCTIONAL 4.7	The system shall provide monthly activity reports for DPU, to measure # of total participants, # actively monitored, # of new arrests, # stepped back, # of curfew checks (and of those, the # in compliance and the # in non-compliance)	
FUNCTIONAL 4.8	The system shall provide a "Date submitted report", comprised of all reports/cases sent to Court (sorted by Judge, date due to JICC, date sent to JICC, unit assignment/SPO)	
<b>FUNCTIONAL 5</b>	<b>Interfaces</b>	
FUNCTIONAL 5.1	The system shall provide interface to CourtView for all DEL case information update (utilize case id)	
FUNCTIONAL 5.2	The system shall provide interface to CourtView for JSF file update (utilize case-id)	