# DISTRICT OF COLUMBIA COURTS

## DISTRICT OF COLUMBIA SUPERIOR COURT
## OFFICE OF CONTRACTS AND PROCUREMENT

## REQUEST FOR PROPOSALS (RFP) FROM

## GSA FEDERAL SUPPLY SCHEDULE CONTRACTORS

## FOR

## IT HELP DESK TIER-1 AND TIER-2 SUPPORT SERVICES

## SOLICITATION (TASK ORDER REQUEST) NUMBER

## DCSC-16-FS-0065

**ISSUE DATE:** **August 5, 2016**

**CLOSING DATE & TIME:** **August 19, 2016, no later than 1:00 P.M.**

# 1.0 GENERAL DESCRIPTION

The District of Columbia Courts (Court) are seeking proposals from Federal Supply Schedule firms to provide on-site IT Customer Service (Help Desk) Support Services on a daily basis. The estimated total number of hours that the Court will have a need for is approximately 5640 hours per year. The work shall be performed in accordance with all sections of this RFP and the Contractor's GSA Schedule, under which the resulting purchase order will be placed.

# 2.0 SERVICES AND PRICES/COSTS

The following abbreviations are used in this price schedule:

CLIN: Contract Line Item Number
NTE: Not to Exceed

## 2.1 BASE PERIOD:

| CLIN | Description | QTY | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0001 | Help Desk Support Specialist – 2 Tier1 | NTE 3760 | HR | | |
| 0002 | Help Desk Support Specialist – 1 Tier2 | NTE 1880 | HR | | |
| **GRAND TOTAL BASE PERIOD CLINS (FFP):** | | | | | |

**GRAND TOTAL ALL CLINS:** **$_____**

# 3.0 STATEMENT OF WORK

The purpose of this acquisition is to provide the D.C. Courts with a variety of information technology (IT) Tier 1, and Tier 2 Help Desk specialists in support of the DC Courts employees and IT infrastructure. In addition this acquisition will seek to provide desktop engineering services on an as needed basis.

## 3.1 BACKGROUND

The Courts, the judicial branch of the District of Columbia government, are comprised of the Court of Appeals, the highest court of the District of Columbia; 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 for 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.

Capitalizing on technological advances and cultivating staff potential, the Courts' IT Division (ITD) provides an innovative and efficient team, dedicated to service excellence. This allows ITD to consistently deliver quality customer service and timely, effective IT solutions that improve the Courts business processes. Realization of these goals will deliver automated resources for the Courts to be successful in their duty with a wide range of professional expertise and services to preserve and enhance the judicial services.

As an important business resource to the Courts, ITD manages the role of information technology to ideally support the Courts mission success. ITD is committed to work with the Courts business units to identify where IT can be applied to automate business practices, facilitate processes, and increase efficiency.

## 3.2 INFORMATION TECHNOLOGY DIVISION (ITD) STRUCTURE

The ITD infrastructure has been developed using a service based structure. The ITD is implementing proven practices from and has adopted the Information Technology Infrastructure Library (ITIL) disciple processes methodology for systems integration. Service Level Agreements (SLAs) are developed and implemented, and in many cases already in place to ensure customer's needs are met **(see Attachment A for SLAs)**. This structure is intended to continue to evolve through the course of this contract and with input from the contractor.

The contractor shall work closely with the Government's Contracting Officer's Technical Representative (COTR) to collaborate best practices for the Courts IT environment.

## 3.3 CURRENT IT ENVIRONMENT

The Courts currently uses Cherwell as the help desk system to track incidents, service requests, and provide a knowledge base database for quick issue resolution. Implementation of new standard operating procedures (SOPs) and policies are essential for the Court's satellite sites as well as to design, implement and support desktop and standard image control.

The Court uses Shavlik Protect, Numara AMP, Symantec Ghost, and the Microsoft Deployment Toolkit as part of the desktop deployment and patch management tools. All operating system deployment images will be "Hardened" by using the Courts' standard desktop security checklist. Configuration management will then be enforced to preserve the standard image. Consistent troubleshooting techniques and documentation will allow for a unified approach within the team and reduce the number of repeat calls. A clear distinction between incidents and service requests/projects is necessary for accurate scheduling and project management. Policy will be developed and enforced to ensure that all pertinent user information is added to Cherwell software for proper tracking and reporting. Asset management and replacement of hardware procedures under the Cherwell database need to be created for better tracking.

The Tier 1 and Tier 2 specialists are required to have proficiency in supporting Cherwell Service Management, Exchange Server 2010, Microsoft Office 2007, and Microsoft Office 2013, Microsoft ActiveSync technologies, Symantec Endpoint Protection, Microsoft Office Outlook 2007/2013 profile management and troubleshooting. In addition, the Tier 1 and Tier 2 specialists

are required to have knowledge and understanding of the Information Technology Infrastructure Library (ITIL) IT service management practices.

The current hardware infrastructure includes Dell Optiplex computers, Dell Latitude computers, Dell Precision computers, Dell Vostro computers, Lenovo laptop computers, HP black and white laser printers, Xerox laser printers, Xerox Work centre copier/printer, HP color laser printers; Cisco switches, Cisco routers, Fujitsu scanners, Xerox Decimate scanners, and HP Reliant servers.

The current software includes Microsoft Windows 7 operating system, Microsoft Office 2013, Microsoft Office 2007, Microsoft Office Visio 2007, Microsoft Office Project 2007, Adobe Reader, Adobe Acrobat, Adobe Creative Suite, Hyland On Base Imaging and Workflow, Numara AMP, Symantec Ghost Suite, Internet browsers, CourtView case management systems, Court Smart recording systems, financial management systems and other COTS and in-house developed applications.

## 3.4 SCOPE

The scope of this requirement is to perform Tier 1, and Tier 2 information technology (IT) support services at the following Courts facilities within the Washington D.C. metropolitan area:

- H. Carl Moultrie I Courthouse, 500 Indiana Ave., N.W. Washington D.C. 20001.
- Court Building A, 515 5th Street N.W., Washington D.C. 20001.
- Court Building B, 409 4th Street, N.W., Washington D.C. 20001
- Court Building C, 410 E Street N.W., Washington D.C. 20001
- Gallery Place Court Offices, 616 H Street N.W. Washington D.C. 20001
- Court Satellite Offices (7) located throughout the city.

Government Furnished Property (GFP) desk space is available for each contractor help desk specialist personnel in the IT division. All Tier 1 and Tier specialists are required to work on site in supporting computer systems located in the abovementioned Courts' campus buildings.

IT services under this RFP are identified using the levels specified in the following sections:

## 3.5 TIER 1 HELP DESK SUPPORT

The contractor shall provide the Courts with <u>two (2) Tier 1 level Help Desk Specialists</u> providing on-site (100%) IT professional services to support end user problem resolution, and must be able to conduct analyses and recommend resolutions to routine issues affecting customer service by:

- Answer Service Desk calls and Customer self-service Portal requests, create incident and service request tickets in Cherwell system, own tickets, document tickets, and follow up with customers on escalated tickets.
- Troubleshooting routine hardware and software issues independently and providing fixes and/or recommendations based on industry best practices.

- Analyzing and assessing equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary.
- Providing assistance in maintaining inventory control and location records of Court-owned IT equipment/software and disposal of property as required.
- Supporting users and systems using Microsoft Remote Desktop Services and/or Bomgar remote support, and if required, visit users at their desk.
- Assisting users in identifying their requirements and/or problems.
- Performing configuration management of computer software and hardware, including deploying operating images, applications, and software updates.

## 3.6 TIER 2 HELP DESK SUPPORT

The contractor shall provide the Courts with one (1) Tier 2 level Help Desk Specialists providing on-site (100%) IT professional services to support end user problem resolution, and must be able to conduct analyses and recommend resolutions to routine issues affecting customer service by:

- Handling escalated work from Tier 1 specialists by troubleshooting the difficult hardware and software problems encountered by the Court users.
- Mentoring Tier 1 specialists and providing user training on the products listed earlier in this document.
- Troubleshooting routine hardware and software issues independently and providing fixes and/or recommendations based on industry best practices.
- Document all assigned incident and service request tickets in Cherwell application.
- Analyzing and assessing equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary.
- Providing assistance in maintaining inventory control and location records of Court-owned IT equipment/software and disposal of property as required.
- Supporting users and systems using Microsoft Remote Desktop Services and/or Bomgar remote support, and if required, visit users at their desk.
- Assisting users in identifying their requirements and/or problems.
- Performing configuration management of computer software and hardware, including deploying operating images, applications, and software updates.

## 4.0 CONTRACTOR QUALIFICATIONS

At a minimum, the selected Contractor shall have the following qualifications:

- Extensive helpdesk management experience with similar federal organizations and products.
- Experience performing project planning, deployment, and operations tasks using industry-recognized established processes and a demonstrated knowledge and familiarity with the ITIL processes.
- Experience performing large-scale deployment projects using deployment tools supported at the Courts, such as Cherwell, Microsoft Deployment Toolkit, Symantec Ghost and other supported software.

- Extensive desktop management skills using both remote distribution and configuration management tools.
- Extensive network infrastructure management and operations experience for Cisco and Microsoft network infrastructure technologies.
- Perform business at a location within the greater Washington, D.C. area.
- Must be capable of providing same-day, in-person response to critical requests.
- Must be a Microsoft Certified Partner in good standing.
- Must have in-house expertise in the following technologies and products (apart from the Help Desk Support Specialists proposed for the contract):
    - Microsoft Exchange Server 2010
    - Microsoft SQL Server 2008
    - Microsoft Windows Server 2008 R2 (all editions)
    - Microsoft Windows Server 2012 (all editions)
    - Microsoft Windows 7 (all editions)
    - Microsoft System Center Configuration Manager
    - Microsoft System Center Service Manager
    - Microsoft System Center Operations Manager
    - Microsoft System Center Opalis
    - Microsoft Deployment Toolkit 2010 Update 1
- Must have capability to provide training to the help desk personnel on the contract.
- Must be proficient in the design, deployment, and operations of the products, technologies, and IT services in the Courts IT environment. Preference will be given to Contractors with existing knowledge of the Courts IT environment.
- Must be able to provide senior level architect and design services upon request outside the scope of this contract. These services must be performed by individuals with a minimum of 10 years in supporting Microsoft products and services.

## 5.0 PERSONNEL QUALIFICATIONS

### 5.1 TIER 1 HELP DESK Specialist

The **Tier 1 Help Desk Specialist** shall meet or exceed the following qualifications:

- Specific knowledge of and experience with Microsoft Windows Server and Client operating systems.
- Specific knowledge of and experience with Microsoft Office 2007 and Microsoft Office 2013.
- Image engineering design and/or architecture.
- Knowledge and experience with help desk ticketing system Cherwell.
- Experience with remote control program, either Bomgar remote support or Remote Desktop Services, for remote troubleshooting.
- Experience with Ethernet networking and troubleshooting network connectivity issues.
- Experience with the operation and troubleshooting of TCP/IP networks.

- Have a minimum of one (1) year of experience in providing end-user support.
- Experience diagnosing Internet Explorer browser service problems.

Additional qualifications include a minimum of two (2) years professional IT experience, a good technical, good knowledge of enterprise network management, and very good verbal and written communication skills.

Minimum Education: Accredited secondary education (high school) diploma, and/or an Associate degree in computer science, engineering or other related discipline or equivalent experience. Must have certification and/or training in Microsoft Office 2007 and Microsoft Office 2013.

## 5.2 TIER 2 HELP DESK SPECIALIST

The **Tier 2 Help Desk Specialist** shall meet or exceed the following qualifications:

- Specific knowledge of and experience with Microsoft Windows Server and Client operating systems.
- Specific knowledge of and experience with Microsoft Office 2007, Microsoft Office 2010.
- Image engineering design and/or architecture.
- Knowledge and experience with help desk ticketing system Cherwell.
- Experience with remote control program, either Bomgar remote support or Remote Desktop Services, for remote troubleshooting.
- Experience with Ethernet networking and troubleshooting network connectivity issues.
- Experience with the operation and troubleshooting of TCP/IP networks.
- Have a minimum of two (2) years of experience in providing end-user support.
- Experience diagnosing Internet Explorer browser service problems.
- Experience troubleshooting Java issues.

Additional qualifications include a minimum of three (3) years professional IT experience, a good technical and business understanding of IT working environments, good knowledge of enterprise network management and network design/configuration, and very good verbal and written communication skills.

Minimum Education: Bachelor of Science degree in computer science, engineering or other related discipline or equivalent experience; Certification and/or training in Microsoft Office 2007, Microsoft Office 2010, or Microsoft Office 2013.

# 6.0 Contract Administration

The Contract Officer's Technical Representative (COTR) is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The selected vendor shall be required to have proposed staff sign in and sign out on a daily basis and submit a weekly timesheet with signature verification of each proposed staff attached. The COTR shall be:

Mr. John Sheriff, Customer Service Manager
Information and Technology Division
500 Indiana Avenue, N.W., Suite 2316
Washington, D.C. 20001
Telephone Number: 202-879-1878

# 7.0 Term of Contract

The term of the contract shall be for one (1) year from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

## 7.1 COMMENCEMENT OF WORK

The Contractor shall commence work on the contract award date.

## 8.0 Insurance

## 8.1 General Requirements

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required **Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer.** All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

### 8.3 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 the contract. The policy shall provide a $1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

### 8.4 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

### 8.5 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: $1 million per accident for injury; $1 million per employee for disease; and $1 million for policy disease limit.

### 8.6 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

### 8.7 Liability

These are the required minimum insurance limits required by the Courts. **HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT**.

### 8.8 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 in the contract price.

### 8.9 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

### 8.10 Certificates Of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Reginald Ramdat
Contract Specialist
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-2865
ramdatrn@dcsc.gov

## 8.11 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

## 8.12 Cancellation Ceiling

In the event of cancellation of the contract because of nonappropriation for any fiscal year after the current fiscal year, 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.

## 9.0 Proposal Submission Information

Each firm shall submit technical and price proposals in accordance with the performance of work specified in the Scope of Work. At a minimum, the contractor's bona-fide proposals shall describe how it intends to accomplish the requirements stated in Scope of Work and at what price.

**9.2. Each firm shall submit one original and three (3) copies of their technical proposal and one original and (3) copies of their price proposal**. Proposals shall be submitted in a sealed envelope clearly marked in the lower left corner with the following:

**Solicitation Number:DCSC-16-FS-0065**
**Title: "IT Help Desk Tier-1 and Tier-2 Support Services"**
**Closing Date/Time: August 19, 2016, No later than 1:00 p.m.**

**9.3 Responses shall be delivered to:**

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

9.5 **Offerors submitting their proposals by <u>mail</u> must mail their proposals to the following address:**

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

9.6 **Offerors submitting their proposals by <u>hand delivery/courier</u> services must hand deliver their proposals to the following address:**

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

9.7 **Offerors submitting their proposals by e-mail must address their response to:**

Reginald.ramdat@dcsc.gov

## 10.0 QUESTIONS

Questions concerning this request must be directed by e-mail to:

Reginald Ramdat
Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
Telephone: 202-879-2865
E-mail address: reginald.ramdat@dcsc.gov

## 11.0 Explanation to Prospective Offerors

**Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than five (5) business days prior to the proposal due date.** Requests should be directed to the procurement contact person at the e-mail address listed in Section 10.0. Any substantive information given to a prospective Contractor concerning a solicitation will be furnished promptly to all other prospective Contractors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

## 12.0 Technical Proposal Format and Content

**12.1** Volume I - Technical Proposal shall be comprised of the following Sections:

| Section | Description |
|---|---|
| A | **General Information** |
| B | **Technical Approach** |
| C | **Qualification of Firm and proposed staff** |
| D | **Quality Control Plan** |
| E | **Past Performance** |

### 12.2 Section A - General Information

The Contractor shall provide in Section A of the proposal a brief description of its organization to including:

1. Brief history of Company;
2. Name, Address, Telephone Number, Tax Number and DUNS Number of the Contractor;
3. Whether the Contractor is a corporation, joint venture, partnership (including type of partnership) or individual;
4. Name, address, and current phone number of Contractor's contact person.

### 12.3 Section B - Technical Approach

**A five (5) page 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 significantly beyond the five (5) page limit will NOT be considered.**

### 12.4 Section C – Qualification of Firm and Key Personnel

Contractor shall include documentation showing the firm's qualification, expertise, knowledge and experience in meeting the requirements of this solicitation, including evidence of all certifications outlined in **Section 4.0** Contractor's Qualifications; and

**Contractor shall include resumes/credentials showing the proposed staff's qualification, expertise, knowledge and experience to meet the requirements of this solicitation, including evidence of all certifications outlined in Section 5.0 Personnel Qualifications. Resumes and certifications will not count toward five (5) page limit.**

### 12.5 Section D – Quality Control Plan

Contractor shall identify its approach to ensure quality control for both itself and any proposed Team Members/Subcontractors in meeting the requirements of the RFP in a Quality Control Plan (QCP). The contractor shall describe its quality assurance and quality control methodology, to include, as a minimum, the following:

a. Methodology for continuous improvement of processes and procedures used during the task order
b. Methodology for tracking and reporting progress, schedule, and costs and coordinating with Government personnel to include roles and responsibilities during the task order; and
c. Identification of and resolution of issues and problems, including escalation of procedures.

The QCP shall not exceed 5 pages in length (minimum 12 point font size). QCP will not count toward five (5) page limit.

### 12.6 Section E – Past Performance:

Three (3) letters of reference to include information about previously performed District of Columbia 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 address:

1. Quality of work/service
2. Timeliness of performance
3. Cost Control
4. Business Relations

5. Customer Satisfaction

## 13.0 Volume II – Price Proposal

Volume II - Price Proposal shall be comprised of the following Sections:

| Section | Description |
|---|---|
| A | Detailed breakdown of Price |

For your information, pricing shall identify all cost. At a minimum your price proposal shall:

a. Identify the number of hours, hourly rates and extended price; and
b.. Identify the total price and include a summary of all items/SINS proposed.

## 14.0 Copy of GSA Federal Supply Contract(s)

All firms submitting proposals in reference to this Request shall include a copy of their current GSA Federal Supply Contract(s).

## 15.0 Contract Type

This is a firm-fixed unit price indefinite quantity contract. Since it is impossible to predetermine the exact quantity of services required during the contract term, the quantities stated in the solicitation are estimates based upon the previous services and on the best knowledge of the Courts. Lesser quantity than specified in the solicitation may be needed as determined by the Courts' need during the term of this contract. Greater quantities shall be authorized in contract amendments to meet the needs of the Court.

## 16.0 Evaluation of Proposals

The contract will be awarded to the Contractor whose proposal is most advantageous to the Courts, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total score will guide the Courts in making an intelligent award decision based upon the evaluation criteria. The Courts reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor's best terms. The Court reserves the right to interview any and all prospective candidates proposed in this solicitation.

## 17.0 EVALUATION AND SELECTION CRITERIA

Proposals will be evaluated with points assigned to each section as follows:

| EVALUATION CRITERIA | MAXIMUM POINTS |
|---|---|
| Technical Approach | 0-15 |
| Firm's Experience and Qualifications of proposed staff | 0-35 |
| Quality Control Plan | 0-10 |
| Past Performance | 0-15 |
| Total Price | 0-25 |

Total Points: (technical and price): 0-100 points

## 18.0 Determination of Points for Price

18.1 The total price should be included with the initial response to this solicitation. Price evaluation will account for up to **25 points** of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the Contractor with the lowest total price will receive the maximum points. All other proposals will receive a proportionately lower total score.

18.2 Actual points assigned to each Contractor will be based on the Contractor's total price for the base year and will be computed in accordance with the following formula. The Contractor with the lowest total price will receive the maximum points.

18.3 All other proposals will receive a proportionately lower total score. See the following formula:

$$\frac{\text{Lowest total Price Proposal x 25 (Weight)}}{\text{Price of Proposal Being Evaluated}} = \text{Price Score}$$

# ATTACHMENT A

# HELP DESK SERVICE LEVELS

## ***ISSUE RESPONSE AND RESOLUTION***

**Incidents**
Ticket Priority Classifications

- **Priority 1: Critical**. Incidents with severe impact and enterprise wide service outage. Serious Security incidents.
- **Priority 2: Urgent**. Incidents with group support performance outage. User machine unusable. Provisioning of new users once on site.
- **Priority 3: Normal**. Regular Incidents. Provisioning and De-provisioning of employees.
- **Priority 4: Low**. Used for Application enhancements, Projects or Task type requests (close them down once these become projects).

Issue Response/Resolution
Help Desk Incident Resolution Control Table

| Incident Severity | Priority | Time to Respond 80% in | Time to Escalate 80% in | *Actionable Time to Resolve | Total Time to Closed | Customer Update Call *Actionable Time |
|---|---|---|---|---|---|---|
| Critical | 1 | 15 Min | 30 Min | 95% in 2 Hours | 80% in 4 Hours | Every Hour |
| Urgent | 2 | 15 Min | 60 Min | 90% in 4 Hours | 80% in 8 Hours | Every 2 Hours |
| Normal | 3 | 15 Min | 120 Min | 80% in 10 Hours | 80% in 24 Hours | Every 4 Hours |
| Low | 4 | 15 Min | 120 Min | 80% in 18 Hours | 80% in 72 Hours | Upon Closure |

**Request**
Ticket Priority Classifications

- **Priority 1: Critical**. Request needs to be executed within 24 hours or less.
- **Priority 2: Urgent**. Request that impacts multiple users.
- **Priority 3: Normal**. Regular request.
- **Priority 4: Low**. Recurring requests based on a schedule. Low impact request that will be turned into a project.

Issue Response/Resolution
Help Desk Request Resolution Control Table

| Incident Severity | Priority | Time to Respond 80% in | Time to Escalate 80% in | *Actionable Time to Resolve | Total Time to Closed | Customer Update Call *Actionable Time |
|---|---|---|---|---|---|---|
| Level 1 | Critical | 15 Min | 30 Min | 95% in 4 Hours | 80% in 8 Hours | Every 4 Hours |
| Level 2 | Urgent | 15 Min | 60 Min | 90% in 10 Hours | 80% in 12 Hours | Every 6 Hours |
| Level 3 | Normal | 15 Min | 120 Min | 80% in 18 Hours | 80% in 16 Hours | Upon Closure |
| Level 4 | Low | 15 Min | 120 Min | 70% in 24 Hours | 80% in 48 Hours | Upon Closure |

***REQUEST MANAGEMENT***

Phone and E-Mail Request

- **Average Speed to Answer (ASA).** The amount of time taken to answer a customer call to the Help Desk. Example: less than or equal to 10 seconds (<=10seconds). Historically, the ITD Help Desk is averaging two (2) second ASA times.

- **E-Mail Request.** The amount of time taken to response and take action on a Heat ticket created automatically from a user e-mail request (<=15 minutes).

ATTACHMENT B

# 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)


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**1. Definitions.**

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

**2. Changes.**

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

**3. Transfers.**

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

**4. Waiver.**

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

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

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

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

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

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

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

**6. <u>Patents and Copyrights.</u>**

(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 protest 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. <u>Appointment of Attorney (Revised 11/24/08).</u>**

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. <u>Termination for Default.</u>**

(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 c**lause 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. <u>Termination for Convenience of the Court.</u>**

(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. <u>Termination of Contracts for Certain Crimes and Violations.</u>**

(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. <u>Buy American Act.</u>**

(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. <u>Service Contract Act of 1965.</u>**

(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.