

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

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

**DATE ISSUED:** May 18, 2018

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

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

**CLOSING DATE:** June 8, 2018

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

**SOLICITATION NUMBER:** DCSC-18-RP-0106

**OFFER/BID FOR:** GPS Monitoring & Random Tracking of Offenders

**MARKET TYPE:** OPEN

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

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.		
<b>OFFEROR</b>  Name:  Street: City, State: Zip Code:  Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print)	
	Signature	Date:
	(Seal)	
	Impress Corporate Seal  Corporate (Secretary) _____ (Seal) (Attest)	

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

CONTRACT NO. _____		AWARD AMOUNT \$ _____	
ACCEPTED AS TO THE FOLLOWING ITEMS:			
		DISTRICT OF COLUMBIA COURTS	
		BY: _____	
		CONTRACTING OFFICER	
CONTRACT PERIOD: _____		AWARD DATE _____	

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

## **REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

### **1. ACKNOWLEDGMENT OF AMENDMENTS**

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

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

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

### **2. OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- \_\_\_\_ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- \_\_\_\_ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

### **3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication,

or agreement with any Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;

- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:  
  

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(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
    - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. **TYPE OF BUSINESS ORGANIZATION**

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

5. **PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

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

Or

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

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

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

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

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

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

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

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

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

## **PART I**

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

#### **B.1 Purpose**

The District of Columbia Superior Court (DCSC) is seeking proposals from qualified firms to provide continuous Active Global Positioning System (GPS) electronic monitoring and random tracking for offenders under the supervision of the Division of Court Social Services (CSS) through its Delinquency Prevention Program. Further information regarding the services is outlined in Section C – Statement of Work.

#### **B.2 Pricing Information**

The offeror shall submit a price for the Base year and all Option Years for the services specified in Section C, Statement of Work of this solicitation. The Unit Price Tables shall include all costs pertinent to the purchase of service and equipment requested.

#### **B.3 Price Proposal**

**Offerors shall furnish the unit price and the total price for the minimum and maximum quantities. The quantities listed below are estimated based on number of participants expected to be monitored. They are estimates only and do not represent a commitment by the Courts to purchase specific quantities of the requested services.**

#### **B.4 BASE YEAR CONTRACT PRICE:**

<b>Contract Line Item No. (CLIN)</b>	<b>Description</b>	<b>Estimated Minimum Daily Participants</b>	<b>Daily/Unit Price</b>	<b>Monthly Price</b>	<b>Yearly Price</b>
<b>001</b>	<b>Active GPS Monitoring Services (See also Clauses L.2.2 &amp; L.3)</b>	<b>1 – 124 Units 125 – 174 Units 175 – 224 Units 225-300 Units Over 301 Units</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**B.5 OPTION YEAR ONE CONTRACT PRICE:**

<b>Contract Line Item No. (CLIN)</b>	<b>Description</b>	<b>Estimated Minimum Daily Participants</b>	<b>Daily/Unit Price</b>	<b>Monthly Price</b>	<b>Yearly Price</b>
<b>001</b>	<b>Active GPS Monitoring Services (See also Clauses L.2.2 &amp; L.3)</b>	<b>1 – 124 Units</b> <b>125 – 174 Units</b> <b>175 – 224 Units</b> <b>225-300 Units</b> <b>Over 301 Units</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**B.6 OPTION YEAR TWO CONTRACT PRICE:**

<b>Contract Line Item No. (CLIN)</b>	<b>Description</b>	<b>Estimated Minimum Daily Participants</b>	<b>Daily/Unit Price</b>	<b>Monthly Price</b>	<b>Yearly Price</b>
<b>001</b>	<b>Active GPS Monitoring Services (See also Clauses L.2.2 &amp; L.3)</b>	<b>1 – 124 Units</b> <b>125 – 174 Units</b> <b>175 – 224 Units</b> <b>225-300 Units</b> <b>Over 301 Units</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**B.7 OPTION YEAR THREE CONTRACT PRICE:**

<b>Contract Line Item No. (CLIN)</b>	<b>Description</b>	<b>Estimated Minimum Daily Participants</b>	<b>Daily/Unit Price</b>	<b>Monthly Price</b>	<b>Yearly Price</b>
<b>001</b>	<b>Active GPS Monitoring Services (See also Clauses L.2.2 &amp; L.3)</b>	<b>1 – 124 Units</b> <b>125 – 174 Units</b> <b>175 – 224 Units</b> <b>225-300 Units</b> <b>Over 301 Units</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**B.8 OPTION YEAR FOUR CONTRACT PRICE:**

<b>Contract Line Item No. (CLIN)</b>	<b>Description</b>	<b>Estimated Minimum Daily Participants</b>	<b>Daily/Unit Price</b>	<b>Monthly Price</b>	<b>Yearly Price</b>
<b>001</b>	<b>Active GPS Monitoring Services (See also Clauses L.2.2 &amp; L.3)</b>	<b>1 – 124 Units</b> <b>125 – 174 Units</b> <b>175 – 224 Units</b> <b>225-300 Units</b> <b>Over 301 Units</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**B.9 Equipment**

The Global Positioning Monitoring System shall consist of monitoring devices, transmitters, straps and latch sets (per monitoring unit), installation and removal tools, and tool kit cases needed to operate the number of units. Twelve cellular Phablet devices to access the internet and the official website, monitor alerts, make changes on the monitoring units, make phone calls, track monitoring units. The phablets should have a screen size of three inches by 5 inches (3"x5") or larger with unit shock protector mechanisms and screen protector and three phones with unit shock protector mechanisms and screen protector. The cellular equipment should also include Bluetooth earpieces to allow for hands free operation of the phablets. The phablets should have the capacity to make cellular based phone calls. Seven mobility kits (Go Bags) shall be provided in the form of water resistant backpacks to keep extra straps, a cutting tool, and extra GPS units.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 STATEMENT OF WORK**

The successful offeror shall provide continuous Active (near real-time) signaling, Global Positioning system monitoring services with a Passive back-up system for offenders (hereinafter, participants) under the supervision of the DCSC, Family Court Director of Court Social Services Division or designee. All equipment and data provided by the Contractor shall be reliable and accurate. The services to be provided and the minimum performance standards are contained in this section.

### **C.2 Minimum Mandatory Requirements-Global Positioning & Tracking Devices**

C.2.1 The Offeror shall provide FCC certified and continuous active signaling global positioning monitoring equipment with a passive back-up system that will provide remote location monitoring.

C.2.2 The Offeror shall provide a FCC approved and certified one-piece global positioning device housing the receiver and transmitter into a single unit that shall receive and transmit signals to a central monitoring facility operated by the Offeror.

C.2.2.1 The one-piece device shall contain an active GPS system which combines the GPS receiver, processor and communication components with the ankle cuff or bracelet. The device shall emit an RF signal at least every 30 seconds and provide near real-time violation notification and near real time tracking.

C.2.2.2 The service will manage the collected data, monitor and report daily movements of the youth in regular 10 minute intervals.

C.2.2.3 The Contractor will provide 24 hour live tracking and management support and store collected information in a secure on-line accessible data.

C.2.2.4 The software will enable instant queries by CSSD authorized users and provide user friendly reports both standard and individually constructed by CSSD authorized users.

C.2.2.5 The device shall be programmed to a wireless network and programmed to call on a schedule.

C.2.2.6 The system will deliver near real-time violation reports via email and/or text message to the designated CSSD authorized users.



- C.2.2.7 The device shall provide specific tampering data (strap/case) and low battery notification
- C.2.2.8 An authorized user shall be able to “ping” or remotely contact a device assigned to a specific youth to determine his or her current location and review all collected data on demand.
- C.2.2.9 A secondary passive “Hybrid” back-up system will provide tracking in the absence of GPS signals. The passive function receives and stores all monitoring data onboard until the youth enters the RF receiving range. The device provides data of specific types of tampering to include the strap and the case.
- C.2.3 The Offeror shall, at one central location, receive, store and disseminate information generated by the monitoring equipment.
- C.2.3.1 The Offeror shall provide ongoing personalized case management support to develop system reports, update reporting mechanisms, develop spreadsheets on GPS monitors in usage, trouble shoot and monitor effective CSSD staff usage of the monitoring system, in the event of special circumstances the Offeror’s case manager will alert COTR and other key CSSD staff such as the CSSD Director or Deputy Director of any special event.
- C.2.4 The Offeror shall provide cost-free linkage of services allowing communication between the global positioning equipment, satellite, the monitoring staff and participants or Court Social Services Division designated staff.
- C.2.5 Four times per year with twenty one day advanced notice, the Offeror shall provide hands on in person training and hard copy training materials for CSS, Delinquency Prevention Program staff members, probation officers, and management team members. This training should provided comprehensive overviews concerning the operation and installation of the monitoring equipment, officer’s handheld monitoring unit/equipment, reporting systems, accessing the contractor’s web based service system and successful manipulation of parameters such as setting up enrollment, inclusion, and exclusion zones, contact persons, location changes, time location changes, notification alerts, reporting mechanisms.
- C.2.6 The Offeror shall provide all necessary tools to install adjust and remove the global positioning system equipment and its attachments.
- C.2.7 The Offeror shall provide web-based delivery and have ability to provide e-mail and telephone notification of all equipment activity (alerts, reports, violations, etc.). A script will be agreed upon by CSSD and the Offeror with status update

reports provided. For telephone notifications the script and times of notification will be coordinated by CSSD and a follow up report with resolved and unresolved violations will be automatically generated the following calendar day. Weekly status reports of all charges for each given supervisory unit with unresolved or open issues will be emailed to supervisors and managers to address outstanding violations in the categories of Critical Battery alert Low battery alert, dead battery alert, master tamper activities. This report will identify if the issues were resolved or remain unresolved. This report will be provided each Thursday by noon.

- C.2.8 The Offeror shall provide web-based status, email service and text-based service for notifying CSS staff of all key events, or other situations requiring immediate attention.
- C.2.8.1 The Offeror shall automatically provide uptime reports of system reliability on a monthly basis and upon demand
- C.2.9 The Offeror shall maintain a stable inventory of equipment in the Delinquency Prevention Program offices and shall be ready to re-supply officers with all monitoring equipment within 24 hours after notification of a need for the equipment.
- C.2.10 The Offeror shall make available all records relating to a participant upon and in accordance with a written request of the Director of Court Social Services Division or their designee.
- C.2.11 The Offeror shall have a formal Quality Control Program in place that will detect errors in monitoring, prevent future errors and provide quality assurance for the services provided under this contract.
- C.2.12 The Offeror shall provide web-based services and/or APIs that are available through Java interfaces to allow D.C. Courts internal applications to extract data from the IT solution. The results from the Web Services must be in XML or any other external format that can be parsed using a standard readily available language parser. Appropriate documentation and examples for these Web Services must be provided in your response. D.C. Courts applications must be able to retrieve the following through Java APIs and /or web-based services:
  - a. the Geo Coordinates of one or more youth on demand
  - b. the location (postal address) of one or more youth on demand
  - c. the Geo Coordinates of one or more youth between a date/time range on demand
  - d. the location (postal address) of one or more youth between a date/time range on demand

- e. various messages (along with their severity) of one or more youth between a date/time range on demand
- f. ability to obtain the audit logs for the monitoring devices between a given date/time range within the management window
- g. ability to obtain monitoring device information for the specified one or more youth
- h. ability to obtain power related device information for monitoring devices
- i. ability to retrieve various canned reports from the vendor through these application interfaces
- j. ability to retrieve various ad-hoc and custom reports from the vendor through these application interfaces
- k. ability to retrieve reports in PDF formats through these application interfaces
- l. ability to manage the web services with appropriate user based security for applications

- C.2.13 Charging the equipment shall take 45 minutes or less to achieve a full charge. The one piece unit will be chargeable by plugging the unit into a standard AC electric outlet to achieve a minimum 24 hour operating life built in the back up battery.
- C.2.14 All devices shall be F.C.C. certified one-piece devices housing the receiver and transmitter into a single unit. Device straps shall be either adjustable to fit any size youth, or varying-sized straps shall be provided as an alternative. The strap will be installed on the youth's ankle.
- C.2.15 All devices shall be capable of being attached to the youth so that efforts to tamper with or remove the case are obvious upon inspection. The device shall have a proximity tamper detection capacity, i.e. density, temperature, should the youth remove the device from his or her body.
- C.2.16 All devices shall continue to transmit a signal after a "tamper" has occurred. In the event a tamper does occur, the device shall not terminate the signal, shut down, or rest itself in any way. The device shall be configured so that once a "tamper" is generated it shall remain in a tamper state until a Delinquency Prevention Specialist/Electronic Monitoring Technician resolves it by servicing.
- C.2.17 All devices shall be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions. The device shall not pose a safety hazard or unduly restrict the activities of the youth.
- C.2.18 The transmitter's signal range shall be virtually limitless as dictated by the world wide satellite coverage.

- C.2.19 All devices shall have internal non-removable battery power. Battery shall be capable of being recharged on one forty five minute charging session or less and shall hold a battery charge for at least 24 hours or longer.
- C.2.20 Devices shall generate a signal and report indicating that the device needs to be recharged. The contractor shall provide any replacement power sources for use with the device. The electrical charging cord must be 10 feet long.
- C.2.21 All devices shall collect GPS location data at least once per minute.
- C.2.22 All devices shall have the capability to transmit monitoring data through a radio frequency (RF) or a secondary cellular network. CSSD shall be able to differentiate between GPS signals and cellular tower signals.
- C.2.23 All devices shall emit a RF signal a least once every 30 seconds and the signal content shall identify the youth, power status, and tamper/removal status, and be encrypted to discourage unauthorized access.
- C.2.24 Each ankle cuff or bracelet furnished to the Court and to be worn by a participant shall be labeled with the following information:

**IF FOUND, RETURN TO:  
DISTRICT OF COLUMBIA COURTS  
SOCIAL SERVICES DIVISION  
500 Indiana Avenue NW Suite 4206  
WASHINGTON, D.C. 20001  
202-879-4742 or 202-879-1724**

### **C.3 Monitoring Equipment and Monitoring Service Requirements**

- C.3.1 The Offeror shall monitor the presence of participants at locations using continuous signaling, global positioning system equipment and services to ensure compliance with the home confinement, location, inclusion zones, exclusion zones, and other restrictions. **The monitoring equipment shall have the capability to “Instant message” or contact the user of the equipment.**
- C.3.2 The Offeror shall notify the Delinquency Prevention officer and/or the Court Social Services Division (CSSD) staff of any, or all, of the following events, which shall be defined for the purpose of this solicitation as Key Events:
- C.3.2.1 Unauthorized entry and departure into a set exclusion zone
  - C.3.2.2 Unauthorized entry and departure into a set inclusion zone
  - C.3.2.3 Unauthorized absence from residence
  - C.3.2.4 Transmitter out of range-portable monitoring unit not receiving transmitter signal

- C.3.2.5 Equipment malfunctions-all installed components
- C.3.2.6 Tampering with equipment-all installed components
- C.3.2.7 Power degradation, electrical loss or reserve back-up power low
- C.3.2.8 Location verification failure, including loss of GPS signals
- C.3.2.9 Missed calls/signals from monitoring unit, including loss of residential telephone contact for continuous remote location monitoring feature
- C.3.2.10 Missed signals from satellite
- C.3.2.11 Motion, no GPS
- C.3.2.12 Velocity
- C.3.2.13 Low battery alerts
  
- C.3.3 The Offeror shall describe in its Narrative Statement how the Delinquency Prevention officers and/or CSSD staff are notified of the key events noted in Section C.3.2. above.
  
- C.3.4 The Contracting Officer's Technical Representative (COTR) or their designee may modify, in writing, the events that will be classified as Key Events as needed during the course of the contract.
  
- C.3.5 The Offeror shall record and store information obtained about the Key Events at the central location and provides reports of the monitoring results.
  
- C.3.6 The Offeror shall provide a global positioning system device that shall meet the requirements listed below in Sections C.3.7 - C.3.21.
  
- C.3.7 The Offeror shall provide a transmitter that is easily installed on the participant. The global positioning transmitter shall be capable of being attached to the participant so that efforts to tamper with or remove the global positioning transmitter are obvious upon visual inspection. Transmitter straps shall be adjusted to fit any size participants. In some cases the transmitter may have to be installed on a participant in an area other than an ankle (i.e. wrist or waist).
  
- C.3.8 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter operates.
  
- C.3.9 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is attached to the participant.
  
- C.3.10 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is activated once it is attached to the participant.
  
- C.3.11 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter responds to efforts to tamper with or remove the transmitter.

- C.3.12 The Offeror shall describe in its Narrative Statement, how an officer, by visual inspection, will be able to determine if the global positioning transmitter has been tampered with. If, yes, describe. If no, explain.
- C.3.13 The global positioning transmitter shall be shock resistant, water and moisture-proof and function reliably under normal atmospheric and environmental conditions.
- C.3.13.1 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is shock resistant, water and moisture-proof and how it functions under normal atmospheric and environmental conditions.
- C.3.14 The global positioning transmitter shall not pose a safety hazard or unduly restrict the activities of the participant.
- C.3.14.1 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is constructed to not pose a safety hazard or unduly restrict the activities of the participant, including female participants who need a global positioning transmitter that does not interfere or restrict what they wear (i.e. pantyhose).
- C.3.15 The signal range of the global positioning transmitter shall not be limited under normal use conditions.
- C.3.15.1 The Offeror shall describe in its Narrative Statement, the actual range of the global positioning transmitter and how the range is determined.
- C.3.15.2 The Offeror shall describe in its Narrative Statement any and all flat zones, dead zones or other locations and circumstances in which signaling is limited or cannot be accomplished.
- C.3.15.3 The offeror shall ensure that the one-piece Active global positioning device and related components is operable inside of older, brick buildings.
- C.3.16 The signal of the global positioning transmitter shall be specific to the individual to whom it is attached.
- C.3.16.1 The Offeror shall describe in its Narrative Statement, how the global positioning transmitter is specific to the individual to whom it is attached.
- C.3.17 The global positioning transmitter shall be battery powered. **The battery shall power the global positioning transmitter at least twelve (12) months continuously without need for replacement.** The Offeror shall provide a low battery signal to indicate that the global positioning transmitter battery should be

replaced. To conserve battery power, the battery shall have shut-off process to disengage the battery when the transmitter is not in use.

- C.3.17.1 The Offeror shall describe in its Narrative Statement, the expected life of the Offeror's global positioning transmitter battery.
- C.3.17.2 The Offeror shall describe in its Narrative Statement, the low battery signal.
- C.3.17.3 The Offeror shall describe in its Narrative Statement, the battery shut-off process.
- C.3.18 The global positioning transmitter shall produce a continuously emitting signal.
- C.3.18.1 The Offeror shall describe in its Narrative Statement, the global positioning signal and frequency of the global positioning transmitter signal.
- C.3.19 The global positioning transmitter shall be designed to discourage tracing, cloning, duplication and interference of the signal.
- C.3.19.1 The Offeror shall describe in its Narrative Statement, the safeguard to prevent tracing, cloning, duplication and interference of the signal.
- C.3.20 The global positioning transmitter shall emit and receive a signal to the monitoring center and thus to the web-based system viewed by the CSS staff, to indicate that the global positioning transmitter and/or strap have been tampered with or removed from the participant.
- C.3.20.1 The Offeror shall describe in its Narrative Statement, how and under what conditions, the global positioning transmitter will generate a tamper signal, including a description of:
  - a. How long the tamper signal will last;
  - b. What terminates the tamper signal;
  - c. How the transmitter is affected; and
  - d. How the transmitter is reactivated.
- C.3.20.2 The Offeror shall describe in its Narrative Statement, and in detail, the features of the global positioning transmitter that prevent the participant from circumventing the monitoring system.
- C.3.21 Federal Communications Commission (FCC) certification is required for the global positioning transmitter.
- C.3.21.1 In its Narrative Statement, the Offeror shall provide a copy of the F.C.C. certification for the global positioning transmitter as part of the proposal.

- C.3.21.2 The software capabilities must allow CSSD to control access to the system by limiting user access to authority levels throughout the branch and or the agency level as necessary. CSSD must be able to correlation reports for exclusive CSSD agency viewing and use
- C.3.21.3 The GPS system shall provide continuous location monitoring of the youth's location within range of plus or minus 25 meters. The vendor shall provide the frequency at which the active unit collects GPS location information and the frequency in which data is transmitted to the monitoring network. CSSD shall be capable of increasing or decreasing the call out frequency of the unit from the standard call out rate.
- C.3.21.4 The remote interface used by officers for this system shall include a PC-based map overlay that enables CSSD to set both geographical areas of exclusion and inclusion for specific dates and times. The software must enable CSSD to view the movement history of a youth and to monitor associations among remotely monitored youths. The remote interface shall allow CSSD to enter information to initiate multiple alert notifications for specified key events.
- C.3.21.5 Maps must contain detailed information pertaining to schools, parks and other public areas. The ability to overlay GPS locations on GPS mapping is preferred.
- C.3.21.6 The Contractor shall make all GPS location information, including latitude and longitude, on all youths available to law enforcement agencies for the integration of crime scene data. Daily transmission of crime data may be required.
- C.3.21.7 The Contractor shall be able to provide historical data on monitored youths for a period of no less than one year. Data shall be accessible to CSSD upon request.
- C.3.21.8 The Contractor shall provide CSSD users a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify youth monitoring information , and to close alerts(i.e., web-enabled).
- C.3.21.9 The Contractor shall provide one or more additional definable fields to allow for local customization of the system to accommodate the desire to input and maintain other information as needed. The system shall have the ability to query the database by any field, to sort by any field, and to search by any field. The system shall have the capability to create a separate report of each officer's assigned cases with related case information.
- C.3.21.10 The remotely accessible system shall minimize user interaction whenever possible. Utilization of a scheduled batch facility for automatic off-hours production of reports is one example of minimized user interaction. The system



shall also keep a behind the scenes historical transaction record of up to ten updates. The transaction log shall record the login ID and dated of update for the last ten updates.

- C.3.21.11 The remotely accessible system shall provide a separate management/ supervisor interface so that office managers may provide effective oversight of officers accessing the monitoring system. The system must provide management/supervisors reports including caseload by officer, total units, inventory control, and names and number of days removed for violation. The system must allow for storing agency pre-defined zones which can be applied to any youth.
- C.3.21.12 The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to youth data. The system shall have an appropriate security monitoring system at multiple levels (e.g. HTTPS, SSL, firewall, database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.
- C.3.21.13 Upon the occurrence of any Key Event the monitoring system shall notify the officer using the officer's selected options and schedule. Furthermore, there shall be provided an option for officers to call the monitoring center to close alerts, in addition to the ability to do so via the internet. The monitoring system must allow for weekend/holiday duty, officer assignments, temporary duty/coverage assignment, and ability to notify multiple levels of supervisors and senior managers if alerts are not closed within a specified time period.
- C.3.21.14 The Contractor's system shall be capable of providing for multiple notifications to multiple persons/agencies by pager, telephone, or e-mail.

#### **C.4 Monitoring Equipment – One-Piece Global Positioning Device**

- C.4.1 The Offeror shall provide a one-piece Active global positioning device which combines the GPS receiver, processor and communication components within the ankle cuff or bracelet to be worn by a participant that shall receive satellite frequency signals and transmit those signals to a central monitoring facility operated by the Offeror. The Active global positioning device shall contain a secondary passive "Hybrid" back-up system that will provide tracking in the absence of GPS signals.
  - C.4.1.1 The Offeror shall describe in its Narrative Statement, how the one-piece Active global positioning device operates.
  - C.4.1.2 The Offeror shall describe in its Narrative Statement, how the secondary passive

“Hybrid” back-up system contained in the Active global positioning device operates.

- C.4.1.3 The Offeror shall describe in its Narrative Statement, how the Active global positioning device communicates with the satellite and the central monitoring center.
- C.4.1.4 The Offeror shall describe in its Narrative Statement, how the secondary passive “Hybrid” back-up system contained in the Active global positioning device will provide tracking in the absence of GPS signals and how that information will be communicated to CSSD staff monitoring the participants.
- C.4.1.5 The Offeror shall describe in its Narrative Statement, how the central monitoring center communicates with the web-based delivery system to the CSSD staff monitoring the participants.
- C.4.1.6 The Offeror shall describe in its Narrative Statement, in detail, the frequency of communication with the satellite and the central monitoring center.
- C.4.1.7 The Offeror shall describe in its Narrative Statement, in detail, the frequency of communication with the central monitoring center and the web-based delivery to the Court Social Services Division staff monitoring.
- C.4.1.8 The Offeror shall describe in its Narrative Statement, in detail, how the Active global positioning device addresses problems of interference when transmitting/receiving signals to and from the monitoring center and satellite.
- C.4.1.9 The Offeror shall describe in its Narrative Statement, how the Active global positioning device is installed and activated.
- C.4.1.10 The Offeror shall describe in its Narrative Statement what object or circumstances could obstruct or interfere with the reception of the Active global positioning unit and how the secondary passive “Hybrid” back-up system provides, retains and reports tracking in the absence of GPS signals.
- C.4.1.11 The Offeror shall describe in its Narrative Statement any and all flat zones, dead zones or other locations in which signaling is limited or cannot be accomplished.
- C.4.1.12 The Offeror shall describe in its Narrative Statement, how the secondary passive “Hybrid” system receives and stores all monitoring data onboard until the participant enters the RF receiving range.
- C.4.1.13 The Offeror shall describe in its Narrative Statement, how the secondary passive “Hybrid” system provides data of specific types of tampering to include the

device strap and the device case.

- C.4.1.14 The Offeror shall describe the methods used to eliminate interference with the global positioning unit.
- C.4.2 The Active global positioning device shall be battery powered by an internal, non-removable battery capable of being recharged on one forty-five (45) minute charging session or less and shall be capable of being charged by plugging into a standard AC electric socket to achieve a thirty-six (36) hour operating life built into the back-up battery. The electrical charging cord of the Active global positioning device must be ten (10) feet long.
  - C.4.2.1 The Offeror shall describe in its Narrative Statement the battery, battery backup system, battery recharging capacity, electrical charging cord and the expected life of the backup battery.
  - C.4.2.2 The Offeror shall describe in its Narrative Statement the actions of the Active global positioning device and the storage capacity of information if power is disrupted.
  - C.4.2.3 The Offeror shall describe in its Narrative Statement, in detail, how the battery is recharged or can maintain a charge for continuous use.
- C.4.3 The Active global positioning device shall not pose a safety hazard to the participant or others and shall function reliably under normal environmental and atmospheric conditions.
  - C.4.3.1 The Offeror shall describe in its Narrative Statement, how the Active global positioning device does not pose a safety hazard to the participant or others and how it functions under normal atmospheric and environmental conditions.
- C.4.4 The Offeror shall provide written instructions enabling an officer to install, service, remove, charge and recharge the Active global positioning device.
  - C.4.4.1 The Offeror shall provide in its Narrative Statement the written instructions for installing, servicing, removing, charging and recharging the Active global positioning device.
- C.4.5 The Active global positioning device shall be equipped with the ability to generate a signal notification system that alerts the monitoring center of any attempts to enter the device or alter the routine operation of the device.
  - C.4.5.1 The Offeror shall describe in its Narrative Statement how the monitoring center is able to determine if the Active global positioning device is functioning properly

or has been tampered with.

C.4.5.2 The Offeror shall describe in its Narrative Statement, in detail, the features of the Active global positioning device that prevent the participant from circumventing the monitoring system.

C.4.6 Upon visual inspection, the Active global positioning device shall show any attempts to enter the device or alter the routine operation of the device. The device shall have a proximity tamper detection capacity for density and temperature should the participant remove the device from their body.

C.4.6.1 The Offeror shall describe if an officer, by visual inspection or other on-site testing procedures, is able to determine if the Active global positioning device is functioning properly or has been tampered with.

C.4.7 The Active global positioning device shall have a proximity tamper detection capacity for density and temperature should the participant remove the device from their body.

C.4.7.1 The Offeror shall describe the features of the Active global positioning device that reports a tamper detection made by density and temperature should the participant remove the device from their body.

## **C.5 Monitoring Services – Central Monitoring Facility**

C.5.1 The Offeror shall, at one central location, hereafter referred to as the Monitoring Center, receive, store, monitor and disseminate information via a web-based system generated by the monitoring equipment. Any change in the location of the Monitoring Center or any backup Center shall be approved, in writing, by the COTR.

C.5.1.1 The Offeror shall identify in its Narrative Statement the location of the Monitoring Center.

C.5.1.2 The Offeror shall identify in its Narrative Statement, in detail, the components of the Monitoring Center.

C.5.1.3 The Offeror shall describe in its Narrative Statement, in detail, how the Monitoring Center receives information from the monitoring equipment.

C.5.1.4 The Offeror shall describe in its Narrative Statement, in detail, how the Monitoring Center processes messages received simultaneously from more than one global positioning unit.

- C.5.1.5 The Offeror shall describe in its Narrative Statement, in detail, how many monitoring transactions the Monitoring Center can handle simultaneously.
- C.5.1.6 The Offeror shall describe in its Narrative Statement, in detail, how monitoring data and information is maintained in the Monitoring Center. If a computer or server is used to maintain data, describe the hardware, software and data capacity.
- C.5.1.6.1 The Offeror shall describe in its Narrative Statement, in detail, whether the monitoring hardware and/or software used permits collection of aggregate and disaggregate reporting information.
- C.5.1.7 The Offeror shall describe in its Narrative Statement, in detail, the maximum number of individuals that the Monitoring Center can monitor at once.
- C.5.1.8 The Offeror shall describe in its Narrative Statement, in detail, the capacity and expandability of the monitoring system, including any plans for expanding beyond the estimated number of participants provided in Section B – Supplies or Services and Price/Cost, once it has been reached.
- C.5.2 The Offeror shall maintain a physical facility that meets all applicable Federal, state and local regulations (e.g. building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community.
- C.5.2.1 The Offeror shall in its Narrative Statement describe, in detail, how it meets all applicable Federal, state and local regulations from building codes, fire and safety codes and any other applicable codes that apply to the health and safety of employees and the community.
- C.5.3 The Monitoring Center operation shall be located at a secure location where access to the Center and all records contained therein are restricted only to authorized individuals.
- C.5.3.1 The Offeror shall describe in its Narrative Statement, in detail, the entire physical facility where monitoring will take place. The Offeror shall include a full description of the interior and exterior of the facility.
- C.5.3.2 The Offeror shall describe in its Narrative Statement, in detail, the security precaution for the building and grounds at the Monitoring Center (e.g. doors, lock systems, security codes, security check, surveillance, alarms) for:
  - C.5.3.2.1 Access in and out of the building, the actual area of the Monitoring where the monitoring activity occurs, other areas of the Center, and
  - C.5.3.2.2 Protection from theft and damage (e.g. fire, water, natural disaster).

- C.5.3.2.3 The Offeror shall describe in its Narrative Statement access in and out of the building, the actual area of the Monitoring Center where the monitoring activity occurs and other areas of the Center.
- C.5.3.2.4 The Offeror shall describe in its Narrative Statement Monitoring Center protection from theft and damage (e.g. fire, water, natural disaster).
- C.5.3.3 The Offeror shall describe in its Narrative Statement, in detail, specific alarm and notification systems for security breaches and follow-up procedures.
- C.5.3.4 The Offeror shall describe in its Narrative Statement, in detail, Monitoring Center protection for web-based, internet and server units utilized for monitoring activity and record keeping.
- C.5.4 The Offeror shall retain relevant information about each participant, including name, address, telephone number and an approved schedule for each day of the week, inclusion and exclusion zones.
- C.5.4.1 The Offeror shall describe in its Narrative Statement, in detail, the system that is used to retain relevant participant information that is supplied by the Delinquency Prevention office.
- C.5.5 The Offeror shall provide a means to accurately modify participant information when requested by the Delinquency Prevention office.
- C.5.5.1 The Offeror shall describe in its Narrative Statement, in detail, the procedures used during regular business hours to modify participant information.
- C.5.5.2 The Offeror shall describe in its Narrative Statement, in detail, the procedure used outside of regular business hours to modify participant information.
- C.5.5.3 The Offeror shall identify, in its Narrative Statement, in detail, the employees in the company who are authorized to make changes or modify the information on participants.
- C.5.5.4 The Offeror shall describe in its Narrative Statement, in detail, how the company determines and maintains the authorization granted to the employees listed in Section C.5.5.3
- C.5.5.5 The Offeror shall describe in its Narrative Statement, in detail, what means are used to prevent unauthorized access and/or modification to monitoring data on participants.

- C.5.5.6 The Offeror shall describe in its Narrative Statement, in detail, all reports that the Monitoring Center provides, and shall include sample copies of each report. The Monitoring Center shall have the capability to customized reports and queries.
- C.5.5.7 The Offeror shall describe in its Narrative Statement, in detail, and give the position title of the person(s) who is responsible for operating and maintaining all aspects of the central Monitoring Center.
- C.5.5.8 The Offeror shall state in its Narrative Statement, in detail, if a computer is used. If a computer is used does the computer have a battery backup? If yes, the Offeror shall describe how long the battery will power the computer. If no, how will the computer be powered in the event of a power loss?
- C.5.5.9 The Offeror shall describe in its Narrative Statement, in detail, the contingency plans for backup of the computer system if a system malfunction occurs.
- C.5.5.10 The Offeror shall describe in its Narrative Statement, in detail, any other mechanism(s) that will be used to minimize loss of data in the event of a power loss.
- C.5.6 The Offeror shall provide security codes to the Delinquency Prevention office to guarantee the security of data modification requests made over the telephone.
- C.5.6.1 The Offeror shall describe in its Narrative Statement, in detail, how it will create and provide individual security codes to the Delinquency Prevention office.
- C.5.7 The Offeror shall continuously receive and retain all information sent by each global positioning unit together with the date and time of each occurrence.
- C.5.7.1 The Offeror shall describe in its Narrative Statement, in detail, how it receives and retains all information sent by the global positioning system.
- C.5.8 The Offeror shall have an alert mechanism to notify the Offeror's monitoring personnel of the Key Events defined in Section C.5.17
- C.5.8.1 The Offeror shall describe in its Narrative Statement, in detail, its alert mechanism that notifies the monitoring personnel of the Key Events.
- C.5.9 The Offeror shall maintain a secure record-keeping system for all data obtained regarding Key Events. The Offeror shall prevent loss due to system failure or disaster.
- C.5.9.1 The Offeror shall describe in its Narrative Statement, in detail, the procedures for maintaining the security of monitoring data. Describe how, where and for how long, backup data is stored.

- C.5.10 In the event of a power loss or other malfunction that will interrupt the monitoring of key events, the Offeror shall notify the Delinquency Prevention office and the COTR immediately.
- C.5.10.1 The Offeror shall describe in its Narrative Statement, in detail, the procedures for contacting the Delinquency Prevention office and the COTR in case of a power loss or other malfunction that interrupts monitoring of key events.
- C.5.11 The Offeror shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a monitoring system malfunction.
- C.5.11.1 The Offeror shall describe in its Narrative Statement, in detail, the contingency plan for moving to a backup monitoring system following a monitoring system malfunction. The Offeror shall include the time it will take to move to a backup system.
- C.5.11.2 The Offeror shall describe in its Narrative Statement, in detail, what and how the restoration of data will occur if data loss occurs during a move to a back-up system.
- C.5.12 The Offeror shall record all telephone conversations between the Monitoring Center and participants or officers. The Offeror shall advise all persons called or calling that the telephone call will be recorded. Upon request of the COTR, or their designee, and for the purpose of verifying a key event, the Offeror shall provide copies of the telephone conversation to the requesting office.
- C.5.12.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror will monitor telephone conversations and how it will provide copies of the conversations to the COTR or their designee.
- C.5.13 The Offeror's staff shall be at the monitoring site and shall personally operate the monitoring system continuously 24 hours a day, 7 days a week. The Offeror and/or Offeror's staff shall promptly detect and notify officers of the Key Events(s) and shall respond to all inquiries from officers.
- C.5.13.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror will staff the monitoring site and operate the monitoring system.
- C.5.13.2 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror communicates with officers to inform them of Key Events.
- C.5.14 Upon the occurrence of any Key Event, the Offeror shall restore normal



monitoring conditions.

- C.5.14.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror restores normal monitoring conditions following the occurrences of a key event.
- C.5.15 If normal monitoring conditions cannot be restored within the time limits set forth in the Notification Schedule, the Offeror shall notify the designated officer. The Offeror shall immediately notify the officer when normal monitoring conditions are restored.
- C.5.15.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror contacts the officer when normal monitoring conditions are not restored within the time limits set forth in Section C.5.17
- C.5.15.2 The Offeror shall describe in its Narrative Statement in detail, how the Offeror contacts the officer when normal monitoring conditions are restored after the time limits set forth in Section C.5.17
- C.5.16 The officer may request that they be notified when a specific subsequent monitoring event occurs (i.e., the participant arrives in range). If the officer requests that the Monitoring Center conduct a conference call between the participant, Monitoring Center and the officer to resolve any monitoring problems, the Offeror shall do so.
- C.5.17 The Offeror shall comply with the notification schedule (listed below) 24 hours per day, 7 days per week and shall not modify the schedule without the written consent of the COTR. The time indicated in the Notification column is the amount of time during which the Offeror shall attempt to restore normal monitoring services. If normal monitoring services are not resumed, the Offeror shall notify the officer within 15 minutes of the timeframe noted below.

### C.5.17.1 NOTIFICATION SCHEDULE

<u>KEY EVENT</u>	<u>NOTIFICATION</u>
	GPS
1 Unauthorized entry and departure into a set exclusion zone	Immediate
2 Unauthorized entry and departure into a set inclusion zone	Immediate
3 Unauthorized absence from residence	Immediate
4 Transmitter out of range-portable monitoring unit not receiving transmitter signal	Immediate
5 Equipment malfunctions-all installed components	Immediate
6 Tampering with equipment-all installed components	Immediate
7 Power degradation, electrical loss or reserve back-up power low	Immediate
8 Location verification failure, including loss of GPS signals	Immediate
9 Missed calls/signals from monitoring unit, including loss of residential telephone contact for continuous remote location monitoring feature	Immediate
10 Missed signals from satellite	Immediate
11 Motion, no GPS	Immediate
12 Velocity	Immediate
13 Low battery alerts	Immediate

C.5.18 The Offeror shall provide copies of reports of participant data, monitoring data or follow-up reports on monitoring incidents, by mail or facsimile transmission as requested by the officer.

C.5.18.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror provides the reports described in Section C.5.15.

C.5.19 The Offeror shall provide continuous web-based reporting of any events and web-based reporting of the key events as defined in C.5.17.

C.5.19.1 The Offeror shall describe in its Narrative Statement, in detail, how reporting shall be provided within a web-based system.

C.5.20 The Offeror shall prevent unauthorized access to all monitoring information. Monitoring Center staff that has contact with participants shall not tamper with monitoring data or programming and the Offeror must implement adequate procedures to minimize opportunities for such tampering.

C.5.20.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror prevents unauthorized access to all monitoring information.

C.5.20.2 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror

prevents monitoring center staff from tampering with monitoring information.

- C.5.21 The Monitoring Center staff shall not disclose any monitoring data or information without the written approval of the Contractor and the COTR.
- C.5.21.1 The Offeror shall describe in its Narrative Statement, in detail, how the Offeror prevents the unapproved disclosure of monitoring information.
- C.5.21.2 If Contractor's system utilizes a Monitoring Center, contractor shall appropriately staff monitoring center continuously, 24 hours a day 7 days a week, and provide 24/7 technical GPS assistance. The monitoring Center must be staffed with subject experts to pre-screen alerts for accuracy. The Contractor must provide a copy of the continuous operations plan.
- C.5.21.3 The monitoring system shall promptly detect and notify officers, via e-mail, text message, phone call, and or fax of Key Event(s). If remote access is temporarily inoperable, the Contractor shall implement the process identified in the quality control plan to detect and notify the Electronic Monitoring Unit Supervisor, Program Manager for Juvenile Intake Services & Delinquency Prevention Branch and the COTR of all key events and respond to all inquiries from CSSD.
- C.5.21.4 Internet sites shall be Windows mobile compatible. Additionally, the contractor shall provide immediate notification when the website returns to an operational state.
- C.5.21.5 The Contractor shall maintain a plan for movement to a backup monitoring system within a reasonable amount of time following a monitoring system malfunction. The plan must be made a part of the Quality Control Plan and be approved by the COTR.
- C.5.21.6 In case of equipment or communication line failure the Contractor shall provide delivery of required notices (alerts, daily reports, violations etc), by overnight delivery to guarantee that no interruption in service occurs.

C.6 **Training**

- C.6.1 The Offeror shall provide at least one (1) initial training session and a follow-up training and review every six (6) months after the initial training for staff members identified by the COTR concerning the operation and installation of the monitoring equipment and systems specified under this contract. This training shall take place in a location within Court Social Services Division. The training shall include written instructional material concerning the use of the monitoring system and equipment. The training should be planned to include at least six (6) "installations" for participants.

- C.6.1.1 The Offeror shall describe in its Narrative Statement, in detail, the training provided to CSSD staff and Delinquency Prevention officers. The description shall include copies of any written training materials.
- C.6.1.2 The Offeror shall describe in its Narrative Statement, in detail, any training or informational materials that will be provided to the participant and the participant's family. The Offeror shall provide copies of any written training or informational materials.
- C.6.2 The Offeror shall provide additional training sessions as determined necessary by CSSD and when requested by CSSD. The additional training sessions can be in the form of "on demand" or "live meetings" and will be offered to staff at the request of the COTR. CSSD shall limit such additional training sessions to those situations where training is required to properly implement and operate the monitoring program and shall not intend to cause unreasonable cost or inconvenience to the Offeror.
- C.6.2.1 The Offeror shall describe in its Narrative Statement, in detail, the additional training sessions provided for CSSD staff.
- C.6.3 The Offeror shall provide additional training sessions when changes have been made to the operation of the equipment and/or software or its capabilities.
- C.6.3.1 The Offeror shall describe in its Narrative Statement, in detail, the additional training sessions due to changes in the operation of the equipment and/or software or its capabilities.
- C.6.4 The Offeror shall agree that all on-site and off-site training sessions provided, other than the answering of routine questions received over the course of performance, shall be coordinated through the COTR.
- C.7 **Tools**
- C.7.1 The Offeror shall provide all necessary tools to install, adjust and remove the global positioning unit. All tools are to be provided in a set that permits easy transport and access to the tools.
- C.7.2 The Offeror shall immediately provide two (2) complete sets of tools, including any transmitter activation equipment for use with the first 1-20 participant units. The Offeror shall provide one (1) additional tool set for each 1-20 participant units thereafter in each site. Where the number of monitoring units and the number of officers monitoring participants require fewer sets of tools, the COTR or their designee may request that the Offeror provide the lesser number.

- C.7.2.1 Upon award of the contract, the Offeror shall provide handheld personal communication devices (12 Phablets) that will be utilized by CSSD staff to monitor GPS device signals. These handheld personal communication devices will be maintained and replaced or upgraded by the Offeror as deemed necessary by the COTR, the Director of CSSD, and the project manager.
- C.7.2.2 The Offeror shall describe in its Narrative Statement, in detail, the tools that the Offeror will supply pursuant to Section C.7.2.
- C.8 **Overnight Delivery of Required Notices:**
- C.8.1 In case of equipment or communication failure the Offeror shall provide delivery of required notices (alerts, daily reports, violations, etc.) by overnight delivery to guarantee that no interruption in service to the Delinquency Prevention office occurs.
- C.8.1.1 The Offeror shall describe in its Narrative Statement, in detail, how it will provide required notices to the Delinquency Prevention office in the event of equipment or communication failure.
- C.9 **Spare Equipment and Maintenance:**
- C.9.1 The Offeror shall maintain a stable inventory of equipment in the Delinquency Prevention office.
- C.9.2 In case of equipment failure, CSS' Delinquency Prevention Program will be responsible for providing replacement equipment to the participant. The Offeror shall be responsible for promptly replenishing or increasing the number of global positioning units, handheld web-based officer unit, etc. within 24 hours after notification of a need to do so by the Delinquency Prevention office. All replacements shall be provided by overnight delivery.
- C.9.3 The Offeror shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement. The Offeror shall be responsible for all replacement and shipping costs.
- C.9.4 The Offeror shall supply sufficient spare straps and all other necessary parts for attaching transmitters.
- C.9.5 The Offeror shall maintain the following inventory of spare equipment for use by the Contractor.
- C.9.5.1 Global Positioning units and handheld web-based officer units – 20% of units in

use.

- C.9.6 Special needs may arise where additional spare units may be needed by the Delinquency Prevention office. The COTR shall approve all requests for additional spare units in addition to the number stated in Section C.9.5 above.
- C.9.6.1 The Offeror shall describe in its Narrative Statement, in detail, the system that will be used to provide additional spare equipment. The Offeror shall also describe how spare equipment will be provided to maintain a back-up inventory.
- C.9.6.2 The Offeror shall describe in its Narrative Statement, in detail, the maintenance schedule/plan for equipment and spares for each type of equipment provided under this solicitation.
- C.9.6.3 The Offeror shall describe in its Narrative Statement, in detail, the plan including the turn-around-time for repairing and replacing equipment and spares.
- C.9.7 Replacement costs for equipment shall be included and not separate or additional.
- C.9.8 The Contractor shall maintain the following spare equipment/unit inventory:
  - C.9.8.1 The contractor shall provide the equivalent of 20% of their average activated units, but never less than twenty units, whichever is higher, as spare equipment for on-shelf availability, free of charge.
  - C.9.8.2 When the spare inventory is significantly reduced or depleted, upon request by the COTR, the contractor shall immediately ship replacement units by overnight delivery at the cost of the contractor.
  - C.9.8.3 At any time that the inventory becomes in excess of the allowed number of spares, CSSD shall return the excess equipment upon receipt of written request by the Contractor and at the Contractor's expense, unless the Contractor otherwise permits the CSSD to exceed the shelf stock allowance.
  - C.9.8.4 The Contractor shall be the Original Equipment Manufacturer (OEM) of the-piece GPS device-the Contractor shall not be a reseller of another company's product.
  - C.9.8.5 Special needs may arise where additional inventory may be need (e.g., a large scale arrest involving a large number of offenders or a surge in probation supervision case work, etc.). The Contractor agrees to make reasonable efforts to accommodate additional inventory as requested by the COTR.
  - C.9.8.6 The Contractor shall provide the ability to query, through the internet, Contractor software, or other means, all monitoring units and transmitters assigned to CSSD.

The listed data at a minimum should include the unit number, unit type (active, hybrid, or passive), status of unit (operational or inactive) and assigned youth.

C.9.8.7 The Contractor shall supply sufficient nondurable items, (e.g., spare straps and all other necessary parts for attaching and maintaining equipment/units), to allow timely installation and the servicing of current inventory.

C.9.8.8 Return shipping to the Contractor of excess or non-operational equipment shall be conducted by the COTR in accordance with shipping method required by the Contractor. All shipping expenses are the responsibility of the Contractor.

## **C.10 Testimony Preparation and Appearance**

C.10.1 The Offeror shall be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed to testify on behalf of CSSD to support GPS tracking and other data reported by the GPS tracking device.

C.10.2 If required to provide testimony, the Offeror shall provide an expert witness who shall meet the qualifications required by the Office of the Attorney General (OAG) of the District of Columbia. The expert witness shall meet/confer with OAG and satisfy all expert testimony requirements and standards prior to rendering expert testimony. The expert witness shall have direct responsibility for the information requested and the expert witness is subject to approval by CSSD.

C.10.3 The Offeror shall assure that the expert witness' general qualifications include: experience in the GPS participant tracking, a degree in a related field and prior experience providing expert testimony on the subject of GPS participant tracking.

C.10.4 The Offeror shall provide the qualified, expert witness and provide any certified documentation required on short notice.

C.10.5 The Offeror shall notify the COTR or their designee immediately upon receipt of any legal process requiring disclosure of records of participants.

C.10.6 The Offeror shall not release any information without authorization from CSSD.

C.10.7 The Offeror shall be responsible for all travel and witness fees and costs.

## **C.11 Ethical Standards**

C.11.1 The Offeror and its employee(s) shall avoid compromising relationships with participants, their families and the Delinquency Prevention staff. The Offeror shall report any conflicts of interest, improprieties, or the appearance thereof, immediately to the Delinquency Prevention office. The Delinquency Prevention

office will report any improprieties or the appearance thereof to the COTR.

- C.11.1.1 The Offeror shall describe in its Narrative Statement, in detail, how it will avoid compromising relationships or the appearance thereof, and how it identifies, responds and reports conflicts of interest, improprieties or the appearance thereof, to the Delinquency Prevention office and the COTR.
- C.11.2 The Offeror's staff providing services under this contract shall meet sufficient standards of integrity to ensure that the confidentiality of participant records is not compromised. The Offeror shall provide uptime reports of system reliability on a monthly report or upon demand
- C.11.2.1 The Offeror shall describe in its Narrative Statement in detail how it will ensure that staff providing services under this contract shall meet sufficient standards of integrity to ensure that the confidentiality of participant records is not compromised.
- C.11.3 The Offeror's staff providing services under this contract shall meet sufficient standards of integrity to ensure that unauthorized access to monitoring information is not allowed and no information is disclosed to any third party without written authorization of the COTR or their designee.
- C.11.4 The Offeror's staff providing services under this contract shall meet sufficient standards of integrity to ensure that data generated by the monitoring system is not altered.
- C.11.4.1 The Offeror shall describe in its Narrative Statement, in detail, how it will ensure that staff providing services under this contract shall meet sufficient standards of integrity to ensure that data generated by the monitoring system is not altered.

## **C.12 Quality Control Program**

- C.12.1 The Offeror shall have a formal Quality Control Program in place that will detect and prevent IT vulnerabilities; provide technical support; detect errors in monitoring system performance and availability; prevent future errors in monitoring system performance and availability; provide a process to prevent errors and loss of data in the event of a system malfunction; provide timely and requested amounts of equipment; prevent personnel security issues and provide quality assurance for the services provided under this contract to the Court. The Quality Control Program shall include a routine review process that addresses all areas of the Offeror's performance, and each service described above. The Quality Control Program must be submitted with the proposal submission and will be finalized and approved at the time of award. Changes to the Quality Control Program must be approved by the COTR prior to implementation.



- C.12.1.1 The Offeror shall describe in its Narrative Statement, in detail, the Quality Control Program in place at the Offeror's monitoring center and any other location at which services are provided.
- C.12.1.2 The Offeror shall describe in its Narrative Statement, in detail, the Offeror's plan to monitor the quality of the monitoring equipment and monitoring services provided. The Offeror shall automatically provide uptime reports of system reliability on a monthly basis and upon demand.
- C.13 The Offeror shall be available to meet with the Court's Representatives within two (2) days following contract award to discuss substance of reports with assurance on accuracy, plans for implementation of monitoring services including training, equipment delivery and installation.
- C.14 Within seven (7) days from contract award and on a quarterly (every three months) basis afterward, training with hard copy training materials shall be provided to designated Court staff.
- C.15 Anytime upgraded equipment is provided by the Offeror, such upgrades shall be approved by the COTR and training shall be provided to designated Court staff before the equipment is installed.
- C.15.1 The Contractor shall provided quarterly data trends and training sessions on effective use of the system and reporting mechanisms such as being able to group activity by CSSD Service units and Police Service Area (PSA's)
- C.16 The Contractor shall make its account representative/project director for this contract available to the Court within 48 hours of a call placed by the COTR or their designee.
- C.16.1 The Contractor shall keep the COTR updated on any personnel changes such as the project manager, expert witnesses, or any other prime contact person. This notification shall be made via official email within 48 hours of staff change occurrence. The email shall describe any impact on our services or processes such as phone repair or replacement. CSSD must approve any changes for the expert witness.
- C.17 All equipment, training, and services necessary to monitor the youth participants shall be available by the date specified by the COTR.
- C.17.1 The Contractor shall provide warning notifications via email and telephone though an agreed upon script to probation officers of record regarding master tamper issues, and all critical battery alerts. Email alerts should be provided as

they occur and telephone alerts should be provided between the hours of 9 am and 10 pm.

**C.18       Lost Equipment:**

C.18.1       The Offeror shall describe in detail, the Offeror's Policy and Procedures for reporting and replacing lost equipment while it is Court's possession. The Policy and Procedures shall include any cost that would be incurred by the Court for the replacement of lost equipment.

C.18.2       The Offeror shall maintain an active insurance policy to cover loss and damage to any and all equipment included in this contract to include cellular devices.

**C.19       Demonstration/Presentation:**

C.19.1       The Offerors in the competitive range as determined by the Contracting Officer may be invited to demonstrate their proposed solutions. **See also, Clause L.26.**

## **SECTION D - PACKAGING AND MARKING**

- D.1 Preservation, packaging and packing for all items/services shall be in accordance with the terms and conditions of the contract.
- D.2 The Offeror shall provide sturdy containers for the shipment and storage of monitoring equipment. The containers shall be of such construction that officers may conveniently carry one (1) complete Active monitoring unit (to include transmitter, straps, cords, etc.) without the container, or its handles tearing or breaking.

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

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

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

## **SECTION F - DELIVERIES AND PERFORMANCE**

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

- F.1.1 The contract period for the Base Year shall be for one year from the contract award date. The date of award shall be the date the Contracting Officer signs the contract document. The anticipated start date is July 2018.

### **F.2 Option to Extend the Term of the Contract:**

The Courts may extend the term of this contract for four one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option.

The offeror shall include in its **price** proposal, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your offer from further consideration.

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

### **F.3 Deliverables:**

- F.3.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the COTR the deliverable(s) specified below within the designated time frames:
- F.3.2 The Offeror shall make available all records relating to a participant on a daily basis to the COTR (or his/her designee).
- F.3.3 The Offeror shall maintain for inspection and examination by authorized D.C. Courts' personnel all participant records associated with the contract for the contract life. At the end of the contract life, all records will become the exclusive property of the Courts.

- F.3.4 The Offeror shall maintain data that includes, but is not limited to, the following information:
- F.3.4.1 The number of Global positioning units installed. This is a tally of the number of participants “hooked-up”.
- F.3.4.2 The number of Global positioning units disconnected, listed by serial number.
- F.3.4.3 The net total of the number of monitoring units (participants) operating at the end of each month.
- F.3.4.4 The number of schedule changes.
- F.3.4.5 The number of global position unit transmitters returned for repair and the repairs made.
- F.3.4.6 The number of equipment, listed by serial number, lost or damaged.
- F.3.5 The Offeror shall submit a report on the above data, in writing, to the COTR by the 10<sup>th</sup> day of each month. The report shall contain data from the preceding month.
- F.3.6 As part of the Offeror’s Narrative Statement the Offeror shall provide copies of the data and reports requested in Section F.3.4.
- F.3.7 The following items may be requested as needed by the COTR but are not required as part of the monthly report:
- (1) The time taken by monitoring center staff to respond to alerts and officers calls.
  - (2) The number of alerts received.
  - (3) The number of calls to officers.
- F.3.8 The Contractor shall submit regular monthly written reports, which shall be due on the 10<sup>th</sup> day of each month.

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- G.1.2 The contractor shall be compensated as set forth below. Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform** (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 In order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@discal.treasury.gov](mailto:IPPCustomerSupport@discal.treasury.gov) or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- a. Name and address of the Contractor,
  - b. The purchase order number,
  - c. Invoice date,
  - d. Invoice number,
  - e. Name of the Contracting Officer Technical Representative (COTR),
  - f. COTR email address, and
  - g. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or

mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.

- G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

## **G.2 Final Invoice**

- G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

- G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

## **G.3 Tax Exempt**

- G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

## **G.4 Prompt Payment Act**

- G.4.1 The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

## **G.4 Audits**

- G.4.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

## **G.5 Contracting Officer and Contracting Officer's Technical Representative (COTR)**

- G.5.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All



correspondence to the Contracting Officer shall be forwarded to:

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

G.5.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the 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 COTR shall be:

A. Ms. Linda K. Harlee Harper  
Deputy Associate Director  
District of Columbia Courts  
510 4<sup>th</sup> Street, N.W., Suite 217  
Washington, D.C. 20001  
Telephone Number: (202) 508-1902

G.6 **Authorized Representative of the Contracting Officer.**

G.6.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

G.6.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

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

### **H.1 Other Contractors**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

### **H.2 Disclosure of Information**

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

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

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

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

### **H.3 Rights in Data**

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

#### H.4 **Security Requirements**

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

## **H.5 Contractor Management Responsibility (MAR 2010)**

The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within 5 days of contract award.

## **H.6 Suspension Of Work (Mar 2010)**

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### **H.7 Court Delay of Work (MAR 2010)**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

#### **H.8 Safety Precautions (MAR 2010)**

(a) The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.

(b) The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

(c) The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

#### **H.9 Use Of Premises (MAR 2010)**

(a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

(b) The Contractor shall comply with the regulations governing the operation of

premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

(c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

(d) The Contractor shall use only such entrances to the work area as designated by the COTR.

(e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

(f) Only such portions of the premises as required for proper execution of the contract shall be occupied.

(g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

(h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

(i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:

(1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

#### **H.10 Access To Building (MAR 2010)**

(a) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.

(b) Contractor will be given access to buildings only on Monday through Friday of each week.

(c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

(d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If

permission is granted, all work performed shall be at no additional expense to the Court.

**H.11      Availability Of Funds For The Next Fiscal Year (MAR 2010)**

The Court's obligation for performance of this contract each fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**H.12      Consent to Subcontract (MAR 2010)**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

**H.13      Subcontracts (MAR 2010)**

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

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

H.14

**Publicity**

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



## **PART II**

### **SECTION I - CONTRACT CLAUSES**

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

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

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

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

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

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

#### **I.4 Disputes**

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

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

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

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

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

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

The Contracting Officer or any of the Contracting Officer's duly authorized

representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

**I.8 Record Keeping**

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

**I.9 Protest**

I.9.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

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

I.9.2 A protest shall include the following:

I.9.2.1 Name, address and telephone number of the protester;

I.9.2.2 solicitation or contract number;

I.9.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.9.2.4 Request for a ruling by the Contracting Officer; and

I.9.2.5 Statement as to the form of relief requested.

**I.10 Debriefing (MAR 2010)**

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

## I.11 Insurance

### I.11.1 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.

### I.11.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

### I.11.3 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.

I.11.4      **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.

I.11.4      **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.

I.11.5      **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.**

I.11.6      **Measure Of Payment**

The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.11.7      **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.

I.11.8      **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  
D.C. Courts  
616 H Street, N.W.  
Suite 612

Washington, DC 20001  
Phone: 202-879-2865  
[ramdatrn@dcsc.gov](mailto:ramdatrn@dcsc.gov)

**I.11.9 Disclosure of Information**

The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

**I.12 Cancellation Ceiling**

I.12.1 In the event of cancellation of the contract because of nonappropriation for any 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.

**I.13 Order of Precedence (MAR 2010)**

I.13.1 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Supplies and Services or Price/Cost Section (Section B);
- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (h) Contract Attachments (Section J) in the order they appear.

**I.14 CONTINUITY OF SERVICES (MAR 2010)**

(a) The Contractor recognizes that the services under this contract are vital to the

Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

### **PART III**

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

##### **SECTION J - LIST OF ATTACHMENTS**

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

## **PART IV**

### **REPRESENTATIONS AND INSTRUCTIONS**

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

K.1.1 Definitions. As used in this provision:

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

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

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

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

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

K.1.1.6 "Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

K.1.2 By submission of its offer, the Offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture,



distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;

K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

K.1.2.6 The notice shall include the position title of the employee; and

K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or

- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

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

\_\_\_\_\_  
Title

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

## **PART V**

### **REPRESENTATIONS AND INSTRUCTIONS**

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

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

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

L.1.2 Proposals shall be submitted in a sealed proposal package. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

***Solicitation Number: DCSC-18-RP-0106***

***Caption: "Global Positioning System Electronic Monitoring & Random Tracking of Offenders"***

***Proposal Due Date & Time: June 8, 2018, no later than 1:00 p.m.***

L.1.4 Offerors may submit Proposals either by mail or by hand delivery/courier services.

L.1.4.1 Offerors submitting their proposals by mail must mail their proposals to the following address:

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

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

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

**L.2 Proposal Information and Format**

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the Offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, Clause L.3 – Price Proposal.**

L.2.2.1 **Volume I - Technical Proposal shall comprise the following tabs and information:**

Tab A	General Information:
1.	Whether the Offeror is a corporation, joint venture, partnership (including type of partnership) or individual.
2.	Ownership structure.
3.	Ownership by foreign corporation with an interest exceeding five (5) percent.
4.	Articles of incorporation, partnership or joint venture agreement.
5.	Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification.
6.	If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

	7. Name, address, and current phone number of Offeror's contact person.
<b>Tab B</b>	<b>Proposed Monitoring Equipment:</b>  Describe the capability and ease of installation of global positioning transmitter/unit.
<b>Tab C</b>	<b>Past Performance:</b>  Describe Offeror's Experience, Past Performance and Business Reputation Please refer to Attachment J.9 – Past Performance Evaluation Form)
<b>Tab D</b>	<b>Proposed Staff Qualification:</b>  Describe qualifications of Proposed Staff. Resumes shall be included.
<b>Tab E</b>	<b>Proposed monitoring Center:</b>  Describe the location of the physical plant, Processing of enrollment data, Notification of key events, status and leave changes, notification of non-compliance, routine reports, and customer assistance.
<b>Tab F</b>	<b>Security of Monitoring Records:</b>  Describe the offeror security for the GPS Electronic Monitoring Records
<b>Tab G</b>	<b>Equipment and Maintenance:</b>  Describe the quality of equipment maintenance and provision of Spare Equipment, Tools, and Parts.
<b>Tab H</b>	<b>Disclosures:</b>  <ol style="list-style-type: none"> <li>1. Disclosure details of any legal action or litigation past or pending against the Offeror.</li> <li>2. A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.</li> <li>3. Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District, and the Offeror is current in its tax obligation to the District of Columbia.</li> </ol>

**L.2.2.2 Volume II – Price Proposal shall comprise the following tabs:**

<b>Tab A</b>	<b>Price Information:</b>  1. Detailed price breakdown of all price (See also, clause L.3)
<b>Tab B</b>	<b>Certifications, Affidavits, &amp; Other Submissions</b>  1. Certifications, Affidavits and Other Submissions as specified in Clause L.12

**L.2.2.3 Each Offeror shall submit one completed copy of the RFP, one (1) original and five (5) copies of the Technical Proposal, and one original and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

**L.2.4 Past Performance:**

L.2.4.1 The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein.

L.2.4.2 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

L.2.4.3 **References:** The name, address and contact person of three (3) references (See **Attachment J.8**) for which services of this nature have been provided in the past three (3) years.

L.2.4.4 Past Performance Evaluation Form (**Attachment J.8**) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.

L.2.4.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative

to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts which are relevant to the RFP.

- L.2.4.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

- L.2.5 **Disclosure**

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

- L.2.5.1.1 Disclosure details of any legal action or litigation past or pending against the offeror;

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

- L.2.5.1.3 Documentary evidence (e.g. certificates) that the offeror has a place of business located in the District of Columbia and is authorized to conduct business in the District, and the offeror is current in its tax obligation to the District of Columbia.

- L.3 **Price Proposal**

- L.3.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The price furnished by the Offeror shall be detailed/itemized for the services set forth in Section C. The Offeror's price proposal shall become a part of the awarded contract. The Offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

- L.4 **Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals**

- L.4.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- L.4.1.1 The proposal or modification was sent by registered or certified mail no later than

the fifth (5th) calendar day before the date specified for receipt of offers;

L.4.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.4.1.3 The proposal is the only proposal received.

L.4.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.4.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.4.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

## L.5 **Questions**

L.5.1 Questions concerning this Request For Proposals must be directed by **e-mail** to:

Reginald Ramdat, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001  
E-mail address: ramdatrn@dcsc.gov  
Telephone: 202-879-2865



**L.6 Explanation to Prospective Offerors**

- L.6.1 Any prospective Offeror desiring an explanation or interpretation of this solicitation must request it by email no later than May 24, 2018 by 1:00 p.m.** Requests shall be directed to the procurement contact person at the e-mail address listed in Section L.5. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors 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 Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.7 Changes to the RFP**

- L.7.1** The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding. Amendments will be posted on:  
<https://www.dccourts.gov/about/procurement-contracts-branch>

**L.8 Contract Award**

- L.8.1** The Courts intend to make an award to the responsible Offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.
- L.8.2** **The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer shall contain the Offeror's best terms from a standpoint of price, technical, and other factors.**

**L.9 Final Proposal Revisions (FPRs)**

- L.9.1** **The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint. However, if discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Final Proposal Revisions, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Final Proposal Revisions to all Offerors still within the competitive range.**

**L.10 Cancellation of Award**

L.10.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

**L.11 Official Offer**

L.11.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

**L.12 Certifications, Affidavits and Other Submissions**

L.12.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace & J.8 – Past Performance Evaluation Form.

**L.13 Retention of Proposals**

L.13.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the Offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section I.2.

**L.14 Public Disclosure under FOIA**

L.14.1 Trade secrets or proprietary information submitted by an Offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the Offeror's entire proposal is proprietary will have no effect whatsoever.

**L.15 Examination of Solicitation**

L.15.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

**L.16 Acknowledgment of Amendments**

L.16.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

**L.17 Right to Reject Proposals**

L.17.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

**L.18 Proposal Preparation Costs**

L.18.1 Each Offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful Offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

**L.19 Prime Contractor's Responsibilities**

L.19.1 Each Offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.19.2 If the Offeror's proposal includes services provided by others, the Offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

**L.20 Contract Type**

L.20.1 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 modifications to meet the needs of the Court.

**L.21 Failure to Respond to Solicitation**

- L.21.1 In the event that a prospective Offeror does not submit an offer in response to the solicitation, the prospective Offeror shall advise the Contracting Officer by letter or postcard whether the prospective Offeror wants any future solicitations for similar requirements. If the prospective Offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective Offeror's name may be removed from applicable mailing list.

**L.22 Signing Offers and Certifications**

- L.22.1 Each offer must provide a full business address and telephone number of the Offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the Offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

**L.23 Errors in Offers**

- L.23.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the Offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

**L.24 Authorized Negotiators**

- L.24.1 The Offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the Offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this

solicitation. Failure to do so will be at the Offeror's risk.

**L.25 Acceptance Period**

L.25.1 The Offeror agrees keep its offer open for one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals.

L.25.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions (FPR) at the designated date and time. Offerors agree keep their FPRs open for one hundred twenty (120) days from the date specified for the submission of FPRs.

**L.26 Presentation/Demonstration**

L.26.1 The Offerors in the competitive range as determined by the Contracting Officer may be invited to demonstrate their proposed solutions.

L.26.2 All demonstrations will take place in Courts' Judiciary Square campus. **The Courts will contact each Offeror determined to be in the competitive range to schedule the demonstration.**

L.26.3 Each demonstration cannot exceed 2 hours. Offerors' technical staff must be present at the demonstration.

## **PART VI**

### **SECTION M - EVALUATION FACTORS**

#### **M.1 Evaluation for Award**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluation criteria are listed in M.2 below in descending order of importance. The non-price factors - Proposed Monitoring Equipment, Past Performance and Business Reputation, Qualifications of Proposed Staff, Proposed monitoring Center, Proposed security of the Monitoring Record, the Quality of Equipment Maintenance and Provision of Spare Equipment, Tools, and Parts, when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint.

M.1.1 The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The Courts will perform an initial evaluation of each Offeror's proposal using the technical evaluation criteria stated below. The recommendation for award will be based upon the total points awarded for the technical evaluation of the written proposals plus the evaluation of the Offeror's price proposal for realism, reasonableness, and completeness.

M.1.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions.

#### **M.2 Technical Evaluation Criteria**

M.2.1 The technical evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1.1	<b>Proposed Monitoring Equipment:</b>  Describe the capability and ease of installation of global positioning transmitter/unit. (please refer to Clause L.2)	0-20
M.2.1.2	<b>Past Performance:</b>  Describe Offeror's Experience, Past Performance and Business Reputation. Please refer to Attachment J.8 – Past Performance Evaluation Form and Clause L.2.4). (also please refer to Clause L.2)	0 - 20
M.2.1.3	<b>Proposed Staff Qualification:</b>  Describe qualifications of Proposed Staff. Resumes shall be included. (please refer to Clause L.2)	0 - 20
M.2.1.4	<b>Proposed monitoring Center:</b>  Describe the location of the physical plant, Processing of enrollment data, Notification of key events, status and leave changes, notification of non-compliance, routine reports, and customer assistance. (please refer to Clause L.2)	0 - 15
M.2.1.5	<b>Security of Monitoring Records:</b>  Describe the offeror security for the GPS Electronic Monitoring Records. (please refer to Clause L.2)	0 - 15
M.2.1.6	<b>Equipment and Maintenance:</b>  Describe the quality of equipment maintenance and provision of Spare Equipment, Tools, and Parts. (please refer to Clause L.2)	0 - 10
	<b>TOTAL</b>	<b>100</b>

M.3 **Price Proposal Evaluation**

M.3.1 The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the Courts, will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.

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

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

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

- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the Offeror's technical and management approach?

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



the following:

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

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

M.4.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

M.4.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.4.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.4.1.3 A satisfactory record of performance;

M.4.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.4.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

M.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.4.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.4.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or

nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the Offeror to be nonresponsible.



**ATTACHMENT J.1**



**DISTRICT OF COLUMBIA  
COURTS GENERAL  
PROVISIONS  
FOR USE WITH  
COURTS' SUPPLY &  
SERVICES CONTRACTS  
(Revised April 2007)  
(Revised May 2017)**

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

**ATTACHMENT A**  
**D.C. COURTS GENERAL CONTRACT PROVISIONS**  
**(MAY 2017)**

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**1. Definitions.**

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

**2. Changes.**

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

**3. Transfers.**

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

**4. Waiver.**

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

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

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

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

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

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

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

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

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

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

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

**7. Covenant Against Contingent Fees.**

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

**8. Quality.**

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

**9. Health And Safety Standards.**

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

**10. Inspection Of Supplies.**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**11. Inspection Of Services.**

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

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

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

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

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

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

**12. Payment.**

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

**13. Taxes.**

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

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

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

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

**15. Termination for Default.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the Court, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the Court will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Court (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the Court.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Court has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Court under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

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

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

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

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

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

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

(2) The total of :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



(B) The contract provision against contingent fees.

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

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

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

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

**18. Protests and Disputes.**

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

**19. Independent Contractor Relationship.**

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

**20. Security.**

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

**21. Officials not to Benefit.**

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

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

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

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

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

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

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

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

**24. Appropriation of Funds.**

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

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

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

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

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

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

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

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

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

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

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

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

(1) For use outside the United States;

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

- (3) For which the Court determines that domestic preference would be inconsistent with the public interest; or
- (4) That the Court determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) For each employee subject to the Act:

- (i) Name, address and social security number;
- (ii) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (iii) Daily and weekly hours worked; and
- (iv) Any deductions, rebates, or refunds from total daily or weekly compensation.

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

parties or by ESA under the terms of paragraph (c) of this clause. A copy of the report required by subparagraph (c)(2)(B) of this clause will fulfill this requirement.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The Contracting Officer shall withhold from the prime Contractor under this or any other Court contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees of the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the Court may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts.

(m) Contractor's report.

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.



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

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

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

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

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

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

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

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

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

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

**29. Governing Law.**

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

**30. Multiyear Contract.**

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

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

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

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

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

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

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

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

## ANTI-COLLUSION STATEMENT

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

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

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

BY: \_\_\_\_\_

\_\_\_\_\_  
 COMPANY

\_\_\_\_\_  
 BUSINESS ADDRESS

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

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

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

**ETHICS IN PUBLIC CONTRACTING**

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

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

## NON DISCRIMINATION

Employment discrimination by contractor is prohibited.

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

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

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

CERTIFICATION OF ELIGIBILITY

CONTRACTOR'S/  
PROJECT NAME: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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

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

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

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

TAX CERTIFICATION AFFIDAVIT

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

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

I hereby certify that:

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

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

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

\_\_\_\_\_  
 Title

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

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

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

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



**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

A. Definition as used in this provision:

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

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

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

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

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

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

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

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

**Concurrence:**

**AUTHORIZED CONTRACTOR PERSONNEL**

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

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

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

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

**PAST PERFORMANCE EVALUATION FORM**

(Check appropriate box)

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

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

### RATING GUIDELINES

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

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



Anne B. Wicks  
Executive Officer

DISTRICT OF COLUMBIA COURTS  
Administrative Services Division  
Office: Gallery Place  
616 H Street NW, 6<sup>th</sup> Floor  
Washington, DC 20001  
Mailing Address: 500 Indiana Avenue NW  
Washington, DC 20001-2131



Louis W. Parker  
Administrative Officer

**DISTRICT OF COLUMBIA COURTS  
RELEASE OF CLAIMS**

**THE CONTRACTOR SHALL COMPLETE AND SUBMIT THIS FORM AND A COPY OF THE  
FINAL INVOICE TO THE COTR**

The undersigned Contractor, pursuant to the term of contract between the District of Columbia Courts herein referred to as the "Courts" and

\_\_\_\_\_ herein

(Name of Contractor)

referred to as the "Contractor" for (Insert Contract Number and Caption):

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

Located

at: \_\_\_\_\_  
\_\_\_\_\_

1. The Contractor hereby certified that there is due and payable by the Courts to the Contractor under the contract and fully approved modifications the balance of:  
\$ \_\_\_\_\_ (**Final Invoice Amount**).
2. The Contractor further certified that in addition to the final invoice amount set forth in paragraph 1 above, there are outstanding and unsettled the following items including Retainer fee which the Contractor claims are just and due and owing by the Courts to the Contractor (**Itemize claims and amounts due. If none, so state**):
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
3. The contractor further certified that all work required under this contract including work required under all modifications has been performed in accordance with the terms thereof and that there are no unpaid claims for materials, supplies, equipment, or service.
4. Except for the amounts stated in paragraph 1 and 2 above, the Contractor certifies that

it has received from the Courts all sums of money pursuant to the above mentioned contract and any modifications.

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

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

**CONTRACTOR:**

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(E-mail)

**DC COURTS COTR:** Certificate of Acknowledgement of Delivery and Acceptance of All Goods and Services

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
(Date)