

**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 622
WASHINGTON, D.C. 20001

DATE ISSUED: September 4, 2009

OPENING DATE: September 16, 2009

CLOSING DATE: September 16, 2009

CLOSING TIME: 3:00 P.M.

SOLICITATION NUMBER: CSP-09-050

**OFFER/BID FOR: PROGRAM EVALUATION OF THE
FAMILY TREATMENT COURT OF THE
DISTRICT OF COLUMBIA**

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.

OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer: (Type or Print) <table style="width: 100%;"> <tr> <td style="width: 70%; vertical-align: bottom;"> Signature (Seal) </td> <td style="width: 30%; vertical-align: bottom;"> Date: </td> </tr> </table> Impress Corporate Seal Corporate (Secretary) _____ (Seal) (Attest)	Signature (Seal)	Date:
Signature (Seal)	Date:		

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

CONTRACT NO. _____ AWARD AMOUNT \$ _____

ACCEPTED AS TO THE FOLLOWING ITEMS:

CONTRACT PERIOD: _____	DISTRICT OF COLUMBIA COURTS BY: _____ CONTRACTING OFFICER AWARD DATE _____
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All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Callie Byrd-Williams, Contract Specialist at callie.williams@dcsc.gov

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

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:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

2. WALSH-HEALY ACT

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

(a) Regular Dealer

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

(b) Manufacturer

- () The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

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

3. BUY AMERICAN CERTIFICATION

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

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

4. 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.

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any

other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:
- _____
- (insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);
- (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 The District of Columbia Courts are seeking a qualified contractor with expertise in social science research to conduct an independent evaluation of the Family Treatment Court (FTC), a component of the Superior Court of District of Columbia's Family Court. The study period for the evaluation shall begin with participants entering FTC inpatient care in July 2007 and those completing the continuing care component by June 2009 and include a participant follow-up period of three (3) months.
- B.1.1 The D.C. Courts anticipate an award of the fixed price requirements contract divided into five (5) phases.
- B.2 The Offeror shall submit a technical and price proposal for the for the services specified below Section B.3 and in accordance with Section C, Scope of Services - Requirements, of this Request For Proposals (RFP).
- B.3 **CONTRACT PRICE SCHEDULE - REQUIREMENTS**
- B.3.1 **CONTRACT PERIOD (18 Months)**

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Total Price
0001	Phase I as per Section C – Scope of Work – Requirements and Section F - Deliverables	\$_____
0002	Phase II as per Section C – Scope of Work – Requirements and Section F - Deliverables	\$_____
0003	Phase III Section C – Scope of Work – Requirements and Section F – Deliverables	\$_____
0004	Phase IV Section C – Scope of Work – Requirements and Section F – Deliverables	\$_____
0005	Phase V Section C – Scope of Work – Requirements and Section F – Deliverables	\$_____
Total Contract Price		\$_____

B.4 PROGRAM BACKGROUND

B.4.1 General Information

B.4.1.1 The Family Court of the Superior Court of the District of Columbia was enacted into law by the District of Columbia Family Court Act of 2001 (the Act) on January 8, 2002. The Act established a Family Court within the Superior Court of the District of Columbia, with jurisdiction over all cases and proceedings previously under the Family Division of the Superior Court. The Family Court has jurisdiction over all familial actions – child abuse and neglect, adoption, paternity and support, mental health and mental retardation, juvenile delinquency, marriage and divorce.

B.4.1.2 The Family Court is divided into six administrative branches, as follows: those that process cases such as Domestic Relations, Juvenile and Neglect, Paternity and Support and Mental Health and Mental Retardation, and support branches such as the Counsel for Child Abuse and Neglect, responsible for the assignment of attorneys to all parties in cases of alleged child abuse and neglect, Courtroom Support and Quality Control, an Attorney Advisor's Office, a Central Intake Center that receives, reviews and processes complaints, petitions and subsequent filings for all branches of the Family Court and a Self Help Center.

B.4.2 Background Information

B.4.2.1 The FTC was implemented as a pilot program in 2003 and has since become part of normal operations in the Family Court. Overall, the mission of the FTC is to promote safe and permanent homes for children of drug dependent mothers who have suffered neglect. The operating assumption is that if a mother resolves substance abuse issues and other unmet needs, she will be in a better position to properly care for her child and therefore less likely to neglect the child in the future. The program focuses on mothers or caretakers, eighteen years and older, who desire substance abuse treatment while desiring to ameliorate the conditions that lead to the alleged neglect or abuse of their child or children.

B.4.2.2 Research has shown that a significant percentage of child neglect cases involve substance-abusing parents.¹ Other studies have found that children whose parents abuse drugs are more likely to experience abuse and neglect, to be placed in foster care and to stay in foster care longer, compared to children whose parents do not

¹ U.S. Department of Health and Human Services (1999). *Blending perspectives and building common ground: A report to Congress on substance abuse and child protection*. Washington, DC.

abuse drugs.² The impact of parental substance abuse is vast: their children are found to have thwarted physical, mental, and social development and are significantly more likely to abuse drugs in their future.³

- B.4.2.3 When child neglect/abuse cases are brought to the attention of the D.C. Superior Court, it is the responsibility of the Family Court to ensure that reasonable efforts are made to protect the child, keep families intact (if appropriate), or to provide other adequate and appropriate permanency options for the child. Well aware of the correlation between substance abusing parents and child maltreatment, the D.C. Superior Court's Family Court, in an effort to promote safe and permanent homes for children, maximize chances of family reunification and comply with ASFA⁴ mandates, developed the FTC, a court-based treatment program.
- B.4.2.4 The FTC, which targets substance-abusing women with active child neglect cases, is a 15 month comprehensive substance abuse treatment program, which includes both an inpatient residential component and a community-based continuing care component. D.C.'s Office of the Attorney General (OAG) identifies potential participants based on the nexus between substance abuse and neglect (and other criteria). Cases found after this initial screening are then referred to the Mayor's Services Liaison Office (MSLO) within the courthouse for a more in-depth intake process. Mothers who qualify for the FTC, and choose to participate, must stipulate to an allegation of neglect and execute a contract before entering the residential treatment facility. After an initial adjustment period in the facility, up to four children under the age of 10 may be reunited with their mothers in the treatment facility.
- B.4.2.5 An essential component of the FTC is that young children remain with the parent in the residential facility and parenting practices are monitored, adjusted and improved as directed by treatment professionals. Judicial oversight is also another integral component of the FTC. The judge's role is to preside over the child welfare case and to monitor the participant's progress in treatment and compliance, sanction when needed to reinforce compliance and accountability and reinforce positive participant behavior. Compliance is monitored through regularly scheduled court hearings, emergency hearings, mandatory weekly drug testing and random drug and alcohol testing. The judge also monitors the

2 Chaffin, M., Kelleher, K., & Hollenberg, J. (1996). Onset of physical abuse and neglect: Psychiatric, substance abuse, and social risk factors from prospective community data. *Child Abuse & Neglect*, 20(3), 191-203.

Dube, S.R., Anda, R.F., Felitti, V.J., Croft, J.B., Edwards, V.J., & Giles, W.H. (2001). Growing up with parental alcohol abuse: Exposure to childhood abuse, neglect, and household dysfunction. *Child Abuse & Neglect*, 25, 1627-1640.

Kelleher, K., Chaffin, M., Hollenberg, J., & Fischer, E (1994). Alcohol and drug disorders among physically abusive and neglectful parents in a community-based sample. *American Journal of Public Health*, 84(10), 1586-1590.

3 U.S. Department of Health and Human Services (1999). *Blending perspectives and building common ground: A report to Congress on substance abuse and child protection*. Washington, DC.

4 Adoption and Safe Families Act, 1997.

treatment program's performance to ensure compliance and accountability.

- B.4.2.6 Upon successful completion of inpatient treatment, FTC clients participate in a ceremony to celebrate their transition to community-based continuing care. Clients, all of whom remain under the supervision of the Court, return to the community either to their pre-existing housing or move into transitional housing units provided through the FTC program. At the end of the period of continuing care (normally 9 months after transition from the inpatient facility), the Court case is generally closed.

B.4.3 Program Caseload

Since FTC's inception, over 500 women have been referred to the program. One hundred forty one (141) women have been admitted. The 141 women admitted had a total of 176 children living with them in the residential facility. Most women deemed ineligible for participation had a severe mental illness, a criminal history including violent offenses or failed to meet the requisite connection between their substance abuse and charges of neglect.

Since July 2007, when the FTC began providing treatment through the Second Genesis Mellwood Facility, through June 2009, or the study period for the requested evaluation, 66 women have been admitted to the FTC program, (61, not counting repeat admissions) some with more than one child each living with them in the residential facility.

B.4.4 Need for Evaluation

A program evaluation of the FTC is necessary to monitor its effects, gauge its results and determine future funding needs. Currently, the FTC program is an alternative to the costly placement of children in foster care and the continuing potential substance abuse of their mothers. Collection of systematic data about the impact of the program, including referrals and admissions related procedures, the number of children served, drug testing services, use of rewards and sanctions, substance abuse treatment services and related services for the parent and child are necessary to access program success.

By comparing FTC participants with a similar group of non-participants, the evaluation shall also address program outcomes including, but not limited to, permanency for children under the Court's supervision, recurrence of maltreatment while under Court supervision and the likelihood of reentry to foster care. The program evaluation which is sought shall measure program impact of FTC participants and their children and provide information on program outcomes as defined in the scope of work below.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK – REQUIREMENTS

- C.1.1 The District of Columbia Courts, on behalf of the Family Court of the Superior Court of the District of Columbia, seek a Contractor to conduct a process and outcome evaluation of the FTC whose participants entered the program in July 2007 and who completed the community-based continuing care component by June 2009. These individuals will be followed for a three month period after completion of continuing care.

Recognized best practices and benchmarks in the fields of family drug treatment (dependency) courts (or drug courts in general), female-based substance abuse treatment programs, and child welfare shall guide the evaluation and recommendations, including those identified in the nationally accepted guidelines from the National Association of Drug Court Professionals (NADCP) *Defining Drug Courts: The Key Components?*

Specifically, the Contractor shall perform the following:

1. Conduct interviews with Court principals (i.e., judicial officers, division directors and program managers) to obtain information on potential data sources and policies and procedures of the program, define comparison group(s) and potential focus group participants and develop a consensus on the appropriate follow-up period and what constitutes “successful completion of the program” and other key operational definitions in order to guide the development of a final study design.
2. Conduct both a process and outcome evaluation to assess FTC program design and implementation (i.e., screening processes, treatment, staffing, training, efficacy of design). Some of the research questions shall include, but are not limited to:
 - Program Design and Implementation: Was the FTC implemented as designed? If not, what modifications have been made and were they effective in achieving desired results? Has the FTC met its operational goals and objectives? If goals and objectives have not been met, are there suggested recommendations for improving either the inpatient or continuing care components of the program? Are there any unintended outcomes and effects of the program? Is the program reaching its target audience? How effective in terms of quality and length are the phases of inpatient treatment for participants?
 - Eligibility, Screening and Assessment: What/who are the primary sources of referral to the FTC program? What are the referral and admission rates, including leading reasons for non-admission? Are the eligibility and screening criteria appropriate for reaching the targeted population? Are there revisions to the criteria that may increase the program’s penetration? Is the current mode of assessment

being administered as designed and are assessment findings documented and followed? What is FTC's capacity to assess participant needs and those of the children living with the parent in the treatment facility? What are the characteristics of FTC participants including age, education, housing, employment, mental health needs and substance abuse? Is there a "profile" of a successful participant that can be developed and used in the future to triage cases and identify potential participants that are likely to succeed? (i.e. drug treatment, employment, education, housing, etc.). Does the FTC address all identified needs? If not, what are the needs of both the parent and child that are not addressed?

- FTC Operations: Which components of the FTC (i.e. frequency of hearings and testing, sanctions, positive reinforcement, residential and/or continuing care drug treatment services, length of time in residential treatment, therapy, relapse prevention groups and parenting classes) contributed most to its effectiveness in meeting goals and objectives? What is the effect of judicial intervention, accountability, rewards and sanctioning on participant behavior and outcomes? What is the impact of the case staffings (i.e., meetings about participant progress held before court appearances) on the actual hearings? Are the staffings designed and conducted effectively? Do the current accountability measures, such as: more frequent court appearances, the requirement for an escort during early stages of programming, the limitation on "boyfriend" involvement in court hearings, visits between mother and children and other similar situations, have an impact on participants?
- Treatment and Facilities: What type of program services are being offered to women in the FTC? Are some services used more and are more effective than others? Why? How are individual treatment plans developed and are they followed? How are they modified and by whom? What is the impact of participation in FTC on compliance with services and or the case plan? How effective is the FTC in improving access to treatment and retaining participants in treatment? Are compliance and service outcomes differentiated by client characteristics? What is the impact of transitional housing program on outcomes?
- Coordination of Services and Collaboration of Partners: How do program interagency partners work together to accomplish program goals and objectives? What improvements can be made? How well do FTC partners communicate concerning participant treatment and progress? How are participant logistical matters, such as transportation, coordinated among the partners? What improvements can be made?
- FTC Outcomes: What participant characteristics contribute to successful completion of the FTC program by participants? What is the impact of the FTC on the number of placements for children under Court supervision? What is the

impact of the FTC on length of time children spend in care under Court supervision? What is the impact of participation in the FTC program on the percentage of reunifications, adoptions, guardianships for children under Court supervision? Does the Family Treatment Court reduce the occurrence of maltreatment while under Court supervision? Does the Family Treatment Court reduce the rate of reentry to foster care after case closure?

3. Recommend possible modifications by the Court and/or FTC interagency partners that may lend themselves to improve program outcomes.
 4. Develop a logic model for the program to include interagency roles and responsibilities, timelines, inputs, outputs, outcomes and measurable indicators.
- C.2. The Contractor shall provide stated services under the supervision of the Contract Officer's Technical Representative (COTR), the D.C. Courts' Director of Research and Development. See Section G.5.2 for COTR information.

C.3. **DATA COLLECTION**

C.3.1 Data Elements

Data elements/variables shall be based on the Contractor's recommendation concerning the information needed to best address the scope of the project and shall be outlined in the Contractor's proposal/response to this RFP, and more fully elaborated in the Contractor's study design, one of the deliverables due within a specified time period after the commencement of the contract and project.

C.3.2 Data Collection Methods

The Contractor's data collection methods shall include, but not be limited to: 1) interviews, meetings and discussions with the Family Court Presiding and Deputy Presiding Judges, judicial officers assigned to the FTC, the Directors of Family Court, IT and R&D and their respective staffs, as designated by the division directors, Family Court and the Family Treatment Court Coordinators, agencies of the District or other local governments with responsibility for providing referrals and services to FTC participants, or those with responsibility for managing information systems containing data sought by the Contractor; 2) focus groups of program participants, if recommended and practicable; 3) individual case file reviews; 4) data extracts from automated information systems, including interim or specialized databases used for the Court's preliminary analyses, and other independently maintained caseload statistics and reports, if available; 5)

information on FTC policy and procedures and FTC advisory committee meeting minutes; 6) data from partnering agency records; and 7) observations of court sessions and treatment sessions, both during the inpatient treatment and continuing care.

Some of the study questions posed in C.1.1 require a comparison to a control group(s), however, data for such a design may not be available at all data collection points, (i.e., agencies and offices that maintain some information on program participants). Preliminarily, there may be three possible comparison groups that could be considered: 1) women offered FTC who chose not to participate and go through traditional drug treatment programming; 2) women who participated in FTC but left without completing the program; and 3) women eligible for FTC who chose not to participate, but are participating in very similar programming at Second Genesis through the District's Child and Family Services Administration (CFSA) without the additional Court oversight. The final design (a deliverable for the project) including sampling strategy, sample size and data collection plan will be determined by the Contractor after conducting initial discussions with Court principals.

Data structure and the need to re-format data currently vary across information systems and the organizations within which the information resides. Some data are automated; some are automated, but not available in hard (i.e., easily retrievable) codes, but, rather, reside in text fields that would require manual extraction; information from other agencies is available in other formats to be determined.

C.3.3 DATA AVAILABILITY AND ACCESS

- C.3.3.1 Data on participants are available for all individuals (child and parent) and/or on forms completed by the District of Columbia's Office of Attorney General (OAG), the Child and Family Services Agency (CFSA), the Addiction Prevention and Recovery Administration (APRA), and the residential treatment provider, Second Genesis/Mellwood Facility, through regular participant reports prepared by Second Genesis during the residential inpatient treatment and by APRA during the continuing care and in Court records. Such access shall be requested through the COTR.
- C.3.3.2 The nature of the information and the methods of collecting them will become more apparent as the Contractor defines the sampling strategies for comparison and FTC participant groups.
- C.3.3.3 All contacts and the exchange of information shall be arranged by the COTR, in consultation with appropriate subject matter experts, upon consideration of an

explanation by the Contractor about the need and relevance and use of such information. While there may be limits on the linking and sharing of information due to regulations that govern the disclosure of personal information, the Court, to the best extent possible, will attempt to obtain access to or an extract of information from entities outside of the Court for the purpose of conducting the study.

Should the Contractor have access to any such agency due to its work outside the scope of the Court's contract, the Contractor shall inform the COTR of such independent contact and the appropriateness of obtaining access discussed prior to making contact with any such entity on behalf of the Court. Contacts internally are expected to be with Family Court (Operations) and the IT and R&D Divisions. All contacts shall be made in consultation with the COTR, who will coordinate them as deemed necessary.

C.4 DATA ANALYSES

- C.4.1 Data analysis shall include, but not be limited to: descriptive and multi-variate analysis, inferential statistics, correlational and causal analysis, factor analysis, reliability tests and statistical significance.
- C.4.2 The Contractor shall analyze and report information from interviews or other discussions; courtroom and other treatment observations; review of meeting minutes; baseline findings of program activity, aggregated and dis-aggregated according to appropriate and relevant factors and compared, if appropriate, to a comparison group to assess similarities and differences; as well as comparisons to benchmarks, such as national standards.
- C.4.3. The Contractor shall identify and explain any limitations in the data in addressing the research questions.
- C.4.4 See Section C.1.1 for the types of research questions on which the data analyses are to be performed.

C.5 SPECIFIC TASKS TO BE UNDERTAKEN BY THE CONTRACTOR

Contractor shall perform the services required under this Solicitation in five (5) phases of work with suggested timeline below (* indicates a deliverable for this project with details provided in section F below):

C.5.1.a Phase I – Project Design (Months 1-3)

1. Conduct interviews and discussions with Court and FTC principals and staff to define the study populations and sampling strategies and identify available data sources within one (1) month after the execution of the signed contract. Upon completion of the stated

interviews, the Contractor shall submit, to the COTR, written findings and recommendations* from discussions and interviews conducted, documenting agreements reached.

2. Develop a research design*, including a logic model* for the study, data collection plan and strategy, definition of comparison groups, final timelines with specific dates; the design shall clearly state how the Contractor will assure the confidentiality or anonymity of the human subjects in the reporting of results of the analysis (see Section H.5 below for guidelines). The research design is due two (2) months after the execution of a signed contract.
3. Develop research tools* outlined in the research design (i.e., interview, focus group and case file review guides) and submit to the COTR.
4. Pre-test interview guides and data collection instruments, and revise as necessary.

C.5.1.b Phase II – Data Collection (Months 4-9)

1. Develop sampling design* for the study populations noted above.
2. Select study population of FTC participants and control/comparison groups population matched on major characteristics; conduct focus groups of participants, as necessary.
3. The Contractor shall collect data for baseline analysis from a variety of data sources that are automated and in hardcopy. Data collection will include document review, focus groups with participants, data extracts, court room and treatment observations, file reviews, and any other resource deemed necessary in consultation with the COTR.

C.5.1.c Phase III Data Analysis (Months 10-15)

1. Develop data analysis plan*, including expected outputs from descriptive statistics, multi-variate analysis and submit to the COTR.
2. Draft an interim report*, including an executive summary of key findings, data tables and graphics, if necessary, logic model for the FTC program and recommended performance measures; and submit to the COTR for review and comment.
3. Complete the final data analysis 15 months after award of contract.

C.5.1.d Phase IV – Final Report for Review (Months 16-17)

1. Submit a comprehensive, final report* including methods and key operational definitions used to conduct the project, data analysis, study design and methods, data limitations, logic model, performance measures and recommendations for program improvement. The report shall include an executive summary of principal findings and recommendations, results and findings of the process evaluation, results and findings of the outcome evaluation, and recommendations from both evaluations, as well as data collection tools (i.e., interview and case file review guides and focus group questions) and list of interviews, date(s) of focus group and agency contacts, provided as appendices.

2. Revise the final report*, as necessary, based on comments provided by the COTR.
3. Provide to the COTR copies of electronic data files*, including codebooks* as appropriate.

C.5.1.e Phase V – Briefing and Presentation of Findings (Month 18)

1. Conduct a briefing with presentation materials* on key findings and recommendations for Court and FTC principals; specific date and invitees to be arranged by the COTR.

C.6 **PROJECT MANAGEMENT**

The Contractor shall submit to the COTR a written Monthly Progress Report* by the 15th of each month, for work accomplished in the previous calendar month, identifying the staff conducting the work, milestones, accomplishments, challenges and efforts to resolve problems, as well as any cost-related matters. The Contractor shall meet, face-to-face and/or remotely (i.e., conference calls by video and telephone) based on availability and cost efficacy, with the COTR on a monthly basis, or more often if required, to discuss the progress of the project to discuss the overall progress, timeline, deliverables, data collection and analysis and preliminary findings, as well as any areas identified for COTR intervention.

C.7 **RESEARCH PROCEDURES and GUIDELINES**

- C.7.1 Research procedures must follow federal regulations regarding the protection of human research subjects. The Contractor awarded the Contract is responsible for securing information on the guidelines and complying with them. Guidelines for human subject research can be found at <http://www.hhs.gov/chrp/> and in the Confidential Information Protection Act of 2002 and related guidance provided by the federal Office of Management and Budget, as reported in the Federal Register.
- C.7.2 Risks to human subjects must be minimized and reasonable in relation to the anticipated benefits to subjects, if any, and the importance of the knowledge that may be reasonably expected to result. Federal regulations require that risks to subjects be minimized “by using procedures which are consistent with sound research design,” in which the design of the project/study is reasonable, among other factors.
- C.7.3 The research design (one of the deliverables) must clearly state how the Contractor will assure the confidentiality or anonymity of the human subjects in the reporting of results of the analysis.

PART 1

SECTION D - PACKAGING AND MARKETING

N/A

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection Of Services.

- (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 two business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than seven 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.

E.2 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.

SECTION F - DELIVERABLES AND PERFORMANCE

F.1 **Term of Contract:**

F.1.1 The term of the contract shall be for a period of eighteen (18) months from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 **Commencement of Work:**

F.2.1 The Contractor shall be fully prepared and capable of performing the requirements of the contract within five (5) days from the date of award and receipt of the approved contract order.

F.3 **Deliverables:**

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 deliverables specified below within the designated time frames:

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
1. C.5.1.a(1)	Written findings and recommendations from discussions and interviews with Court principals (documenting agreements reached) (Phase I)	10 copies	MS Word electronic soft copy & hard copy document	4 weeks after date of award of contract	COTR
2. C.5.1.a(2)	Research Design (including logic model, final timeline) (Phase I)	5 copies	MS Word electronic soft copy & hard copy document	8 weeks after contract award	COTR
3. C.5.1.a(3)	Research Tools (Phase I)	5 copies	MS Word electronic soft copy & hard copy document	3 months after contract award	COTR
4. C.5.1.b(1)	Sampling Design (Phase II)	5 copies	MS Word electronic soft copy & hard copy document	4 months after contract	COTR

				award	
5. C.5.1.c(1)	Data Analysis Plan (Phase III)	5 copies	MS Word electronic soft copy & hard copy document	10 months after contract award	COTR
6. C.5.1.c(2)	Interim report (including baseline data) (Phase III)	10	MS Word electronic soft copy & hard copy document	12 months after contract award	COTR
7. C.5.1.d(1 &2)	Final Report (Phase IV)	25	MS Word electronic soft copy & bounded hard copy document	16 months after date of award	COTR
8. C.5.1.d(3)	Electronic Data Files and Codebook (completed Interview / focus group, notes/reports documenting agreements reached) (Phase V)	1	MS Word electronic soft copy	End of contract award period (date to be determined by COTR)	COTR
9. C.5.1.e(1)	Briefing of Court Officials, including presentation materials (Phase V)	1 25	Oral Presentation MS Word electronic soft copy & hard copy document	18 months after contract award (date to be determined by COTR)	D.C. Court Officials; COTR and FTC interagency advisory committee
10. C.6	Monthly Progress Report	3 copies per month for 18 months	MS Word electronic soft copy & hard copy document	15 th of each month beginning 2 nd month after contract award	COTR

SECTION G -CONTRACT ADMINISTRATION INFORMATION

G.1 PAYMENT/INVOICES

G.1.1 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:
 - 1. An installment equaling 15% of the total contract amount upon acceptance of deliverables and completion of Phase I;
 - 2. An installment equaling 10% of the total contract amount upon acceptance of deliverables and the completion of Phase II;
 - 3. An installment equaling 35% of the total contract amount upon acceptance of deliverables and the completion of Phase III;
 - 4. An installment equaling 25% of the total contract amount upon acceptance of deliverables and the completion of Phase IV;
 - 5. An installment equaling 15% of the total contract amount at the conclusion of Phase V.

G.1.2 "Payment will be made on completion and acceptance of each item for which the price is stated separately in the contract".

G.1.3 The Contractor shall prepare invoice in duplicate and submit them to the **Contracting Officer's Technical Representative (COTR)**. The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

G.1.4 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and extended price of the services or supplies actually rendered;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;

- g. Name and address of the Contractor official to whom payment is to be sent;
- h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- i. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- J. Signature of a person so authorized to certify that the services or supplies were provided as stated.

G.1.5 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.1.6 In addition, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form** and submit to the Contracting Officer.

G.2 **PAYMENT OFFICE**

G.2.1 The Contractor shall prepare and submit invoices to:

Accounting Supervisor
Financial Operations Division
D.C. Superior Court
616 H Street, N.W., Suite 600
Washington, D.C. 20001
202-879-2813

G.3 **BILLING/PAYMENT**

G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

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

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

G.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:

Joanne F. Pozzo
Director of Research and Development
District of Columbia Courts
500 Indiana Ave., NW
Telephone Number: (202) 879-2828
Facsimile Number: (202) 879-2899

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, including, without limitation, 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 **Research Procedures and Guidelines**

- H.5.1 Research procedures must follow federal regulations regarding the protection of human research subjects. The individual or firm that is awarded the Contract is responsible for securing information on the guidelines and complying with them. Guidelines for human subject research can be found at <http://www.hhs.gov/chrp/> and in the Confidential Information Protection Act of 2002 and related guidance provided by the federal Office of Management and Budget, as reported in the Federal Register.
- H.5.2 Risks to human subjects must be minimized and reasonable in relation to the anticipated benefits to subjects, if any, and the importance of the knowledge that may be reasonably expected to result. Federal regulations require that risks to subjects be minimized “by using procedures which are consistent with sound research design,” in which the design of the project/study is reasonable, among other factors.
- H.5.3 The research design (one of the deliverables) must clearly state how the Contractor will assure the confidentiality or anonymity of the human subjects in the reporting of results of the analysis.

H.6 Wage Rates

The Contractor is bound by the attached Wage Determination No.2005-2104 Revision No.10, dated 05/26/2009, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41U.S.C. 351, incorporated herein as Attachment J.10. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

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(Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.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 Subcontracts.

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

I.10 Protest.

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

I.10.1.1 Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

- I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- I.10.2.4 Request for a ruling by the Contracting Officer; and
- I.10.2.5 Statement as to the form of relief requested.

I.11 Insurance.

- I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The 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 must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**
- I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.
- I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.
- I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

I.12 Multi-year Contracts

If this contract is a multiyear contract, then the following provision is made part of the contract:

- I.12.1 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.

- I.12.2 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.
- I.12.3 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.
- I.13 **Cancellation Ceiling.**
- I.13.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2010, 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.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 District of Columbia Courts Release of Claims**
- J.9 Past Performance Evaluation Form**
- J.10 Wage Determination No. 2005-2104, Revision No. 10, dated 05/26/2009**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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 IV

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: CSP-09-050

Caption: "PROGRAM EVALUATION OF THE FAMILY TREATMENT COURT OF THE DISTRICT OF COLUMBIA"

Proposal Due Date & Time: September 16, 2009@3:00pm, EST.

L.1.3 Confidentiality of Submitted Information.

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

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

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

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

- L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.
- 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: Callie Byrd-Williams, Senior Contract Specialist
616 H Street, N.W., Suite 622
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: Callie Byrd-Williams, Senior Contract Specialist
701 7th Street, N.W., Suite 622
Washington, D.C. 20001
- 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.2.9 – Price Proposal.**

L.2.2.1

Volume I - Technical Proposal shall comprise the following tabs and information:

Tab A	Technical Approach A. Describe the offeror’s understanding of the requirements. B. Describe, in a study design outline, the firm’s technical and management approach to accomplishing the requirements within the required time frame, outlining Contractor’s recommendation concerning the information needed to best address the scope of the project. C. Identify the number of hours required to accomplish the Requirements and milestones and work breakdown Structures. D. Describe which portions of the effort will be subcontracted, if any. E. Identify all the deliverables.
Tab B	Experience of Firm and Principals: A. List Qualifications and experience of firm, principals and Key Personnel proposed to perform the requirements listed under the scope of the project. B. Provide detail description(s) of experience in developing research designs, assessing data sources, defining data collection methods, designing datasets from disparate sources, conducting analyses of complex data, employing standard data analysis techniques and preparing final reports.
Tab C	Content Knowledge of and Experience with Courts, Drug Treatment and Child Welfare Issues

	Describe, in detail, firm's experience conducting social science research and/or evaluations of courts, problem-solving courts, drug treatment programs, and child welfare organizations, including family or dependency courts.
Tab D	Past Performance Provide a List of all references and Attachment J.9. Please refer to Clause L.2.7.

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

Tab A	Price Information -detailed price breakdown of all price (See also, clause L.2.9)
Tab B	Contractual Information – all other required information as specified in Clause L.2.4 and L.10

L.2.2.3 Each offeror shall submit one completed copy of the RFP, one (1) original and six (6) copies of the Technical Proposal, and six (6) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

L.2.4 General Information

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

L.2.4.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

L.2.4.1.2 Ownership structure;

L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement;

L.2.4.1.5 **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;**

L.2.4.1.6 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; and

- L.2.4.1.7 Name, address, and current phone number of offeror's contact person.
- L.2.5 **Technical Approach**
- L.2.5.1 The offeror shall provide a **comprehensive plan to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:
- L.2.5.1.1 Overall understanding of the RFP requirements.
- L.5.1.1.2 Documentation indicating the capabilities and experience with same or similar type of service.
- L.2.5.1.3 A logical approach to fulfilling the requirements of the RFP.
- L.2.5.1.4 A comprehensive list of project tasks with clear and achievable deadlines for the completion of tasks to meet project objectives.
- L.2.5.1.5 Clearly defined project responsibilities and accountability.
- L.2.5.1.6 Appropriate management and staffing to the project team.
- L.2.6 Each Offeror must provide the following information in this section:
- L.2.6.1.1 Name, Address, Telephone Number, DUNS Number and federal tax identification number of the offeror;
- L.2.7 **Past Performance**
- L.2.7.1 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. Offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.
- L.2.7.2 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.2.7.3 References: The offeror shall submit a list of all references for which services of this nature have been provided in the past three (3) years. The list shall include the name, address, telephone number, and e-mail address of the contact person.

- L.2.7.4 In addition, the offeror shall have at least three (3) past performance references complete a Past Performance Evaluation Form (Attachment J.9). This information 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.2.7.5 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.2.7.6 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.2.8 **Disclosure**
- L.2.8.1 This section of the proposal shall include the disclosure information described below:
- L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror;**
- L.2.8.1.2 **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.2.8.1.3 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.
- L.2.9 **Price Proposal**

- L.2.9.1 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.3 **Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals**
- L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated 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.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;
- L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
- L.3.1.3 The proposal is the only proposal received.
- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 **Questions**

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

Callie Byrd-Williams, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
E-mail address: callie.williams@dcsc.gov
Telephone: 202-626-3298

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

L.5 **Explanation to Prospective Offerors**

L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than September 10, 2009, by 3:00p.m.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective 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.6 **Changes to the RFP**

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

L.7 **Contract Award**

L.7.1 The 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.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

- L.7.3 **Final Proposal Revisions (FPRs)**

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.8 **Cancellation of Award**

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

- L.9 **Official Offer**

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

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

- L.10.1 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, Attachment J. 9 - Past Performance Form).

L.11 Retention of Proposals

- L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the 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 L.1.3.

L.12 Public Disclosure under FOIA

- L.12.1 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.13 Examination of Solicitation

- L.13.1 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.14 Acknowledgment of Amendments

- L.14.1 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.15 Right to Reject Proposals

- L.15.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16 Proposal Preparation Costs

- L.16.1 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.17 Prime Contractor's Responsibilities

L.17.1 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.17.2 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.18 Contract Type

L.18.1 This is a fixed price requirements contract.

L.19 Failure to Respond to Solicitation

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should 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.20 Signing Offers and Certifications

L.20.1 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.21 Errors in Offers

L.21.1 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.22 Authorized Negotiators

L.22.1 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.23 Acceptance Period

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

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The evaluations factors are listed below in descending order of importance: Technical Approach, Research and Evaluation Experience of Firm and Principals, Content Knowledge of and Experience with Courts, Drug Treatment and Child Welfare Issues and Past Performance. The non-price factors 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.2 Evaluation Criteria

The 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.	TECHNICAL PROPOSAL SECTION	EVALUATION CRITERIA	POINTS
Technical Approach			
M.2.1	Tab A	The feasibility of the proposed approach and the method of analysis, including technical merit, practical considerations and timetables.	0-35
Research and Evaluation Experience of Firm and Principals			
M.2.2	Tab B	Demonstrated experience in developing process and outcome research designs and sampling plans, assessing data sources, defining data collection methods, constructing datasets from disparate sources, ensuring the integrity of data, conducting analyses of complex data, identifying relevant findings and preparing final reports, including recommendations.	0-30
Content Knowledge of and Experience with Courts, Drug Treatment and Child Welfare Issues			

M.2.3	Tab C	Knowledge of and experience conducting research on courts, problem solving courts, drug treatment programs, and child welfare, including family or dependency courts.	0-20
Past Performance			
M.2.4	Tab D	The Offeror's demonstrated record, as confirmed by references, of successful past performance of the same or substantially similar contracts, including quality of services and deliverables, timeliness of performance, cost controls and the Offeror's customer relations.	0-15

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 price(s) (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?
- c. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed price(s) for warranty and customer support comparable to competitor's prices under this solicitation?

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.3.1.6 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.