

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 Darlene D. Reynolds, CPPB, Senior Contract Specialist at darlene.reynolds@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
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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 seek an outcome evaluation of the Child Protection mediation cases coordinated through its Multi-Door Dispute Resolution Program. The Multi-Door Dispute Resolution Division (Multi-Door) of the Superior Court helps parties settle disputes through mediation and other types of appropriate dispute resolution (ADR), including arbitration, case evaluation and conciliation. The goals of a multi-door approach are to provide residents with easy access to justice, reduce delay, and provide links to related services, making more options available through which disputes can be resolved. The Multi-Door Dispute Resolution Division of the D.C. Superior Court assists parties to reach agreements that meet their interests, preserve relationships, and save time and money.
- B.2 The offeror shall submit a price for the services specified below and in accordance with Section C, Scope of Services, of this Request For Proposals (RFP).
- B.3 **CONTRACT PRICE:**

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Total Price
0001	Deliverables 1-6 (Evaluation Planning)	\$_____
0002	Deliverables 7-8 (Outcome Evaluation Execution)	\$_____
0003	Deliverables 9-11 (Outcome Evaluation Preliminary & Final Reporting) *Initial pricing for this CLIN# 0003 subject to re-negotiations after completion of and based upon findings and recommendations resulting from execution of all deliverables under CLIN #s 0001 and 0002 above.	\$_____
0004	Deliverables 12-14 (Transfer of Activities, Data, & Evaluation Materials)	\$_____
Total Contract Price		\$_____

B.4 BACKGROUND/GENERAL

The Child Protection Mediation (hereafter CPM) program was implemented as a pilot program in 1998. The program was formalized pursuant to Administrative Order 02-12 and has become a normal part of court operations. The program provides mediation services in child abuse and neglect cases from Family Court. Enacted into law by the District of Columbia Family Court Act of 2001, the Family Court oversees the processing of Domestic Relations, Adoption, Juvenile and Neglect, Paternity and Support, Mental Health and Mental Habilitation cases, the Counsel for Child Abuse and Neglect (responsible for the assignment of attorneys to all parties in cases of alleged child abuse and neglect), a Central Intake Center (that receives, reviews and processes complaints, petitions and subsequent filings for all branches of the Family Court and Self Help Center), and also the Court Social Services Division the District of Columbia's juvenile probation department.

- B.4.1 The CPM program is housed within the Superior Court's Multi-Door Dispute Resolution Division (Multi-Door) which is responsible for the program's maintenance, and establishes specific definitions, standards, policies and procedures for the operation of the program. CPM is designed to provide a neutral confidential setting for parents suspected of child abuse and/or neglect to express their views about their case, with the advice of counsel, and to hear the views of other stakeholders, including the social worker, child's attorney, and the government about the issues involved in their case.

B.4.2 PROGRAM GOALS AND OBJECTIVES

The goals of the mediation program are to:

- Protect and empower children;
- Facilitate the development of early, appropriate, and comprehensive case plans that serve to protect the safety and best interests of the child;
- Facilitate a full exchange of the most current case information and to encourage accountability of family members and professionals interacting with the family;
- Provide an expeditious and efficient court process, which resolves court cases quickly, reduces the number of contested matters and reduces in-court time;
- Increase participants' satisfaction with the court process and outcomes; and
- Reduce the amount of time that children spend in the foster care system waiting for permanency.

- B.4.2.1 Two previous research evaluations have been conducted on the program. Both occurred during the period preceding mandatory referral to mediation. The first was conducted in 1999 by the American Bar Association Center on Children and the Law and the second in 2005, by the National Council on Juvenile and Family Court Judges. Both reports

concluded that the program was promising, meeting several of the specified goals and objectives including promoting agreements, development of detailed case plans, providing an opportunity for families to be heard and to a lesser degree expedited permanency. However, both also concluded that a longer study with a larger sample would be needed to fully determine the impact of the CPM program.

B.5 ELIGIBILITY, SCREENING AND SCHEDULING

B.5.1 All child neglect/abuse cases brought to the attention of the D.C. Family Court are eligible for participation in the CPM program. In some instances a family may be found unsuitable for mediation by the Multi-Door Division due to the presence of domestic violence.

B.5.2 Despite a high correlation between child maltreatment and domestic violence, the existence of family violence in child protection cases does not necessarily preclude child protection mediation. Each case is screened by program staff prior to mediation. After screening, if there is any uncertainty, parents (accompanied by their attorneys) are required to participate in separate domestic violence screenings conducted by the mediator and/or program staff prior to mediation.

B.5.3 CPM's domestic violence protocol and screening was adapted from and used with permission from the *Michigan Domestic Violence* prevention and Treatment Board Model Protocol Project. Key components of the tool are:

- Six questions are asked about the party's feelings and one question about protection orders;
- No questions are asked about the pending abuse and neglect case;
- Parties are screened separately by the mediator and/or case manager in a private mediation room;
- Screening does not take place without assigned counsel;
- Screening is confidential; if the program decides to terminate mediation the reason is placed on the mediator and/or the program, not the parties. The reason to terminate is not shared with anyone beyond the mediator and program staff;
- For the safety of all participants and power balance of the mediation process, CPM reserves the right to terminate mediation anytime during the process;
- Spousal/family domestic violence is not negotiated in mediation;
- Case managers can provide a safe room and help parties develop a safety plan for mediation when requested;
- Mediation is not appropriate when a party is unable to safely advocate for his or her needs and interests and when anyone's safety may be endangered as a result of mediation.

B.5.4 A mediation date is scheduled within thirty days of the initial hearing. At the initial hearing, the courtroom clerk checks the CPM calendar in CourtView, the Superior Court's

case management system. Once a date is selected the courtroom clerk enters the date in CV and has the judicial officers and all parties sign the Mediation Scheduling Order. All parties and counsel specified in the Scheduling Order are required to appear on time at the mediation session. Mediations are scheduled Monday – Friday from 9:00 am – 2:00 pm with a maximum of four cases per day. Each session is scheduled for three hours, which allows discussions to proceed slowly, and gives participants an opportunity to ask questions, absorb information, and process and react to issues raised in the case. Good faith participation is required of all mediation participants. Good faith implies the obligation of full preparation prior to mediation, including appropriate consultation with clients and other parties, performance of site visits, investigations, research and preparation of all required reports.

B.6 REPORTS

- B.6.1 The effectiveness of mediation is optimized through adequate preparation. Mediation begins with information provided by the participants. The following four reports are required two (2) working days in advance of mediation.

Parent’s Attorney Mediation Statement Form: (*one copy*) to notify CPM of any accommodations that the parents may need i.e. telephone conference, language interpreter, jail contact, wheelchair accessible room and/or any additional information about the cases that will help the mediator facilitate mediation. Parent’s attorneys are encouraged to attach a draft proposed case resolution as well.

Guardian *ad Litem* Report: (*one copy*) a narrative report that provides an up-to date synopsis of the child’s well-being, including status of placement, visitation, services, and recommendations for the child’s future. The report also includes a case summary.

Social Worker’s Mediation Report: (*six copies*) a narrative summary of the case from the investigative social worker. Its purpose is to update parties on the status of the children and the family. The report includes information regarding placement, visitation, the child’s adjustment to the situation, recommended services, status of court ordered services, and contacts made by the child protection agency, D.C. Child and Family Services Agency (CFSA) with the child and the family. Substitution of a Family Team Meeting (FTM) report is acceptable in lieu of a social worker’s report.

AAG Written Case Resolution: (*six copies*) the Assistant Attorney General shall bring a proposed case resolution (i.e. draft stipulation, dismissal, or other case resolution) for the purpose of discussion and case resolution.

B.7 ESSENTIAL PARTIES

- B.7.1 Parents: Parental participation is vital to the success of mediation because the process is based on empowering parents to be part of the solution and not just seen as part of the problem. Mediation is designed for parents to have a voice (with the aid and advice of counsel) in decision-making and the development of options for their family. There are circumstances in which mediation will go forward without a parent or the parent will participate by telephone. Other family members and friends who appear for mediation will be allowed to participate with the expressed consent of all named parties.
- B.7.2 Social Worker: Typically, the representative from CFSA is responsible for identifying and presenting the agency's understanding of the family's problems and concerns about the child and family. The social worker should be prepared to briefly summarize efforts made to prevent a child's placement and to propose possible interventions and services that may address the concerns that made placement necessary. Additionally, the social worker should clearly articulate the agency's overall plan for how to achieve safety, stability and permanency for the child. For CPM to be most effective, the social worker should have full authority to negotiate and settle any issues that arise within the mediation.
- B.7.3 Assistant Attorney General (AAG): The assigned AAG participates in mediation. Optimally the attorney meets with the case worker prior to mediation for a discussion of the case and the agency's concerns. The AAG presents the legal issues in the case and represents the legal interest of the agency (CFSA) during mediation. The AAG helps the social worker understand legal consequences of any decisions made at mediation, including any agreement they may enter into as a result of the mediation.
- B.7.4 Parent's Attorney: Each parent is represented by an attorney. Attorneys for the parents are responsible for preparing their clients for mediation prior to the session with counseling and advising them before, during and after mediation, and, at times, advocating on behalf of their clients. Their role also includes helping parents understand their situation and their legal rights, consider all their options and understand the legal consequences of any agreement reached in mediation. Attorneys for parents who are victims of domestic violence should alert the program manager, case manager and the mediators prior to the session so appropriate accommodations can be provided to allow the victim to participate in a safe and productive manner.
- B.7.5 Guardian *Ad Litem* (GAL): The GAL advocates for the child's best interests, taking into account the child's life prior to mediation and participates in the decision regarding the child's future and safety. During mediation, the GAL presents information that is pertinent to the child's case, including information about removal and placement, and often makes recommendations believed to address the child's best interests.

- B.7.6 Child: The program manager will facilitate a discussion with the GAL and Social Worker to decide whether and how a child may participate in the process. Factors to be weighed include the child's wishes, the child's age and developmental capacity, and child protective factors, including the nature of the allegations in the case. There should be a meaningful inquiry to determine if the child understands mediation and if the child wants to participate. This discussion should occur between the child and the GAL. A child should not attend a mediation session with an alleged perpetrator if such interaction is determined to be harmful to the child. If a child expresses an interest in participation, the mediator should work with the GAL to determine the child's capacity to actively and safely participate. If a child does not wish to participate or it is determined that the child should not participate in person, alternative methods for ensuring the child's "voice" is present may be utilized. For example the child could be allowed to participate by telephone, or write a letter to be read at the mediation and/or to express their concerns to their attorney, who can then relay their concerns directly in mediation.
- B.7.7 Role of Other Participants: Other participants may include foster parents, extended family, adoptive parents, support persons, therapists, etc. Some of these participants may also elect to bring attorneys to assist them in mediation. Their role in mediation will be determined by the nature of the case and reason for their participation in mediation. CPM communications are confidential as detailed in Administrative Order 02-12. The participation of non-party participants will require the permission of the mediation parties. Non-party participants would be bound by the same confidentiality laws and rules that apply to other mediation participants and would be required to sign the agreement to mediate.

B.8 MEDIATION SESSION

- B.8.1 Issues Addressed: The mediation session will address the legal basis for court jurisdiction, the goals of the case, the case plan, and, where appropriate, a permanency placement for the child(ren). Mediation may also address issues such as placement, visitation, custody, paternity and support, educational placements, parenting classes, therapeutic, and medical evaluations and any other services deemed necessary for the family reunification and/or permanent placement.
- B.8.2 Mediation Process
- Arrival: A CPM case manager will greet and identify parties upon arrival. All parties are required to sign the *Certificate of Mediation Readiness* and wait in the hall until all essential participants are present.
 - If screening for domestic violence is necessary, the screening will occur as soon as all parties and their attorneys have arrived.

- Certificate of Mediation Readiness Compliance: Court-ordered parties are asked to sign the form declaring that they:
 - Appeared timely - with at least three hours to fully participate in mediation.
 - Have talked with their client prior to mediation about pre-mediation issues, i.e. family services, stipulation, trial, finding of neglect, disposition, and permanency planning.
 - Prepared to mediate in good faith, meaning they have talked with their client and other parties about the case, made a site visit, investigated allegations, researched issues, and filed pre-mediation reports.
- Distribute Reports: CPM case managers will make copies and distribute mediation reports (described in A.3.1) to the attorneys and social workers. Reports are not given to parents.
- Thirty-minute Wait Rule: all parties are required to wait 30 minute for the arrival of parents before canceling or rescheduling mediation. Case managers will call and page absent parties, and keep the mediator informed of mediation readiness.
- Mediation Session: the mediator will begin the session by establishing a seating arrangement with the aid of name tents. The mediator will explain his/her role, the purpose of mediation, and what to expect during mediation.
- The Agreement to Mediate: Before mediation can begin everyone in the mediation room shall sign the Agreement to Mediate.
- Confidentiality: Everyone in the mediation room shall sign the Agreement to Mediate for confirmation of their willingness to maintain confidentiality of the session. The agreement also confirms the understanding that all statements made by any party, attorney, or other participants during mediation are privileged with the exception of a new allegation of child abuse, threats of bodily harm and/or the threat to commit a felony.
- Mediation Is Voluntary: After the mediator's opening statement and after the Agreement to Mediate is signed if any party determines that mediation is not right for them they may terminate the process.

- Mediation Session:
- Concluding Mediation: The mediator plays an important role at the end of the mediation by helping the parties to clarify and memorialize any final agreements.
 - When mediation results in a stipulation/full agreement, the stipulation will be presented to the judicial officer to whom the case was originally assigned. If that judicial officer is unavailable, the magistrate judge assigned to abuse and neglect initial hearings will hear the matter. If neither is able to conduct the hearing, the Presiding Judge of the Family Court will designate an available judicial officer. This will occur on the same day as the mediation.
 - A partial agreement results when the parties reach an agreement concerning services and the future direction of the case.
 - A case will be considered dismissed when after hearing from the parties/attorneys the Office of the Attorney General decides to dismiss the case.
 - When a mediation session does not result in a full or partial agreement the mediator should acknowledge any constructive efforts the parties have made and encourage them to continue to strive to find common ground in the future. The mediator may also ask the parties if they wish to discuss how they will proceed to resolve the dispute after mediation and, if permitted, may offer to assist the parties in the future should there be interest and willingness to return to mediation.

B.9 SATISFACTION SURVEY

B.9.1 Case managers provide a program participant satisfaction survey to each mediation participant before mediation.

- After mediation, participants deposit their completed survey in box located immediately outside the CPM mediation room.
- Surveys are never handled or seen by mediators.
- Case managers collect surveys from the box directly after mediation.
- Surveys are used as a tool to assist with future development of program policy, mediator training, and to assess participant satisfaction with mediator performance, outcome of mediation, and helpfulness of program staff.

B.10 PROGRAM CASELOAD

In 2012, 392 new abuse and neglect cases were filed in the Family Court. Ninety-four percent of those cases (202 families with 329 children) were referred to mediation. Of those 202 families, 16 families (8% representing 24 children) whose cases were filed in 2012 were offered mediation in 2013. Seventy-two percent of the families (133 cases, representing 186 children) offered mediation in 2012 participated in the mediation process; twenty-eight percent of the families (53 cases, representing 79 children) did not participate due to several reasons, including: the case was dismissed; the case settled before mediation; the case was cancelled; or the case was scheduled or rescheduled for mediation in a subsequent year.

In 2013, 406 new abuse and neglect cases were filed in the Family Court. Eighty-six percent of those cases (222 families with 348 children) were referred to mediation. Of those 222 families, 13 families (6% representing 18 children) whose cases were filed in 2013 were offered mediation in 2014. Seventy-four percent of the families (155 cases, representing 239 children) offered mediation in 2013 participated in the mediation process; twenty-six percent of the families (54 cases, representing 91 children) did not participate.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The District of Columbia Courts, on behalf of the Family Court of the Superior Court of the District of Columbia, seeks an outcome evaluation of the Child Protection Mediation program for participants who were referred to the program during the period January 1, 2013 – December 31, 2014. It should be noted that an acceptable comparison group for the study may be a challenge since all abuse and neglect cases filed are referred to mediation. The determination of whether a comparable group composed of those not participating in mediation will be made by the COTR and the evaluators.

C.2 PRINCIPAL RESEARCH INTERESTS/QUESTIONS

An outcome evaluation of the CPM is necessary to monitor its effects and gauge its impact on abuse and neglect cases. Currently, all abuse and neglect cases are referred to the CPM program. The main objective of the program is to facilitate a discussion where parties voluntarily resolve the issues that brought a family into the dependency system and produce a written agreement, in lieu of a traumatic contested hearing. By examining the impact of the program we hope to determine if mediation is:

- Expediting case processing;
- Improving permanency outcomes;
- Creating time savings for the court, attorneys and social workers; and
- Enhancing parental engagement.

C.2.1 The D.C. Courts' principal research interests/questions to be addressed in the Child Protection Mediation program evaluation include, but are not limited to:

- The Family Court requires that all child protection cases be referred to mediation, with the exception of those with significant domestic violence. What cases were referred to mediation; which were not referred and why; and which cases actually participated in a mediation session?
- Are there any participant or case characteristics that correlate with successful mediation?
- When did mediation occur, does timing of the mediation have an impact on settlement rates; Is there an optimal time for mediation?
- What were the results of the mediation (full agreement, partial agreement, or no agreement)?
- How soon after mediation was the agreement, if any, able to be presented to the court?
- For cases that did not settle on the day of mediation, how many settled before the pretrial or trial hearing?
- Did mediation lessen the issues in contested trials?

- Does mediation result in time savings in terms of number of hearings, early case resolution, and case continuances?
- Does mediation improve engagement of parents in the process, in terms of:
 - a. Increased participation in the hearings?
 - b. Differences in the number of services offered to parents?
 - c. Compliance with case plans?

C.2.2 General statistics to include, but not be limited to:

- a. Number of neglect cases filed
- b. Number of cases referred to mediation
- c. Number of cases scheduled for mediation
 - i. Number who participated in mediation
 - ii. Number who did not participate in mediation
 - Settled prior to mediation
 - Case dismissed prior to mediation
 - Case rescheduled to later date
- d. Basic demographics of participants and non-participants (Age, gender, race, education)
- e. Type of charge – Most serious charge
- f. Total number of allegations listed in petition
- g. Status of case when referred to mediation (Removed/Not Removed)
- h. Number of mediation sessions
- i. Result of mediation (Full agreement, partial agreement, dismissed, closed)
- j. Stipulation (Yes/No)
- k. Date of Stipulation
- l. Date stipulation taken by judicial officer
- m. Number and type of hearings post mediation
- n. Number of placements
- o. Parental engagement (participation in hearings, services ordered, compliance with court orders)
- p. Status of case at time of study (open/closed; removed/not removed)
- q. Disposition of closed cases (dismissed, reunification, adoption, guardianship, custody, emancipation, aged out)

C.2.3 Timeliness Measures

1. Initial Removal/Petition Filing Date to Mediation Referral Date
2. Mediation Referral Date to Mediation Hearing Date
3. (Removed cases) Initial Removal Date to Adjudication Date (Mediated/Not mediated)
4. (Not Removed Cases) Petition Filing Date to Adjudication Date (Mediated/Not mediated)

5. (Removed cases) Initial Removal Date to Disposition Date (Mediated/Not mediated)
6. (Not Removed Cases) Petition Filing Date to Disposition Date (Mediated/Not mediated)
7. Initial Removal/Petition Filing Date to first Permanency Hearing Date (Mediated/Not mediated)
8. Initial Removal/Petition Filing Date to Case Closure date (Mediated/Not mediated)
9. Mediation Date to Stipulation Date
10. Parental engagement:
 - a. Participation in hearings
 - b. Services ordered
 - c. Compliance with court orders

C.3 DATA COLLECTION

C.3.1 Methods

Data collection methods and sources shall include, but not be limited to:

- C.3.1.1 Interviews with court judicial officers, managers and program staff, to obtain information on potential data sources, define potential focus group participants and develop a consensus on what constitutes a “full agreement” and other key operational definitions in order to guide the development of a final study design.
- C.3.1.2 Focus groups with professional stakeholders (Social Workers, OAG, CCAN Attorneys, judicial officers)
- C.3.1.3 Data extracts from the Courts’ automated case management system, CourtView, participant satisfaction surveys from Multi-Door, CPM policy and procedures manual, and other routine statistical reports and excel spreadsheets maintained by Multi-Door.
- C.3.1.4 Possible data extracts from the Child and Family Services Agency and the Office of the Attorney General.
- C.3.1.5 Mediation and courtroom observations.

C.4 DATA AVAILABILITY AND ACCESS

- C.4.1 The data necessary for baseline analysis are available in CourtView.
- C.4.1.1 Additional data on parents is available through excel spreadsheets maintained by the Multi-Door Division.
- C.4.1.2 Supplemental data may be available from partner agencies.
- C.4.1.3 Participant satisfaction surveys and case files and notes.
- C.4.1.4 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.
- C.4.1.5 The contractor shall state in writing to the COTR how it will ensure the confidentiality or anonymity of human subjects and how it plans to secure Institutional Review Board (IRB) approval for research instruments and the research design, as necessary.
- C.4.1.6 All methods of data transfer must be approved in advance by the COTR. At the discretion of the COTR, contractors may be required to complete a Privacy Certificate.

C.5 DATA ANALYSES

- C.5.1 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.5.2 Qualitative information on participants' perceptions and experience in the program.
- C.5.3 The Contractor shall analyze and report information from interviews, focus groups, or other discussions; mediation and courtroom observations; and satisfaction surveys, aggregated and dis-aggregated according to appropriate and relevant factors and compared, if appropriate, to a comparison group to assess similarities and differences.

- C.5.4 The Contractor shall identify and explain any limitations in the data in addressing the research questions.
- C.5.5 The Contractor shall provide suggestions for potential program modification by the Court and/or its partner agencies.
- C.5.6 See Section A.8 for the types of research questions on which the data analyses are to be performed.

C.6 PROJECT SERVICES

- C.6.1 The contract performance period shall be up to 18 months from the date of contract approval. The official start date of the project would be the date on which the contract is signed by all parties.

The Courts envision the project to be performed in phases, some potentially occurring simultaneously, and to include specific deliverables and briefings according to the suggested schedule below.

C.6.2 Phase I – Project Design (Months 1-3)

1. Conduct kick-off meeting and develop presentation materials for kick-off meeting.
2. Conduct interviews with Court and CPM principals and staff to define the study population(s) and sampling strategies and identify available data sources within one (1) month after the execution of the signed contract.
3. Develop a research design, including a logic model for the study, data collection plan and strategy, definition of comparison groups, if appropriate, 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 study results. The research design is due two (2) months after the execution of a signed contract.
4. Develop research tools outlined in the research design (e.g., interview, focus group and case file review guides) and submit to the COTR for comments and approval.
5. Submit Institutional Review Board approval document, if required, to the COTR.

C.6.3 Phase II- Data Collection (Months 4-9)

1. Select study population of CPM participants and control/comparison group population, if appropriate.
2. Conduct stakeholder interviews and participant focus groups, as necessary.
3. Collect data for 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, mediation observations, file reviews, and any other resource deemed necessary in consultation with the COTR.

C.6.4 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. Complete the final data analysis 15 months after award of contract.
3. Draft report on evaluation, including an executive summary of key findings, data tables and graphics, if necessary, logic model for the CPM program and recommended performance measures; and submit to the COTR for review and comment.
4. Conduct briefing on preliminary findings with COTR and key stakeholders with presentation materials to discuss preliminary findings and implications and provide input for suggested program modifications.

C.6.5 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 outcome evaluation, and recommendations, as well as data collection tools (i.e., interview and case file review guides and focus group questions) and list of interviews, dates 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.
4. Prepare non-technical report of findings for the public.

C.6.6 Phase V – Briefing and Presentation of Findings (Month 18)

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

PART 1

SECTION D - PACKAGING AND MARKING

(not applicable)

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 - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

F.1.1 The term of the contract shall be for twelve (12) 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 Deliverables:

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contract Administrator the deliverables specified below within the designated time frames:

Item Number/ Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
EVALUATION PLANNING					
1.	Presentation Materials for Kick-off Meeting	25 copy	MS Word electronic soft copy & hard copies	Month 1 after contract award	COTR
2.	Monthly Progress Report	1 copy per month	MS Word electronic soft copy	15 th of each Month	COTR
3.	Define study population	1 copy	MS Word electronic soft copy	Month 1 after contract award	COTR
4.	Tentative Research Design	1 copy	MS Word electronic soft copy	Month 2 after contract award	COTR
5.	Research Instruments	1 copy	MS Word electronic soft copy	Prior to start of data collection	COTR
6.	IRB Approval Document	1 copy	MS Word electronic soft copy	Prior to human subject research	COTR
OUTCOME EVALUATION EXECUTION					
7.	Sampling Design	1 copy	MS Word electronic soft copy	Month 4 after contract award	COTR for approval
8.	Data Analysis Plan for Outcome Evaluation	1 copy	MS Word electronic soft copy	Prior to start of data analysis	COTR for approval
OUTCOME EVALUATION PRELIMINARY & FINAL REPORTING					
9.	Preliminary Findings Briefing with presentation materials	25 copies	Oral Presentation MS Word electronic soft copy & hard copies	Month 13 (approx)	COTR and sponsors

10.	Draft Evaluation Report	25 copies	MS Word electronic soft copy & hard copies	Month 16 (approx)	COTR and sponsors
11.	Final Evaluation Report	50 copies each	Oral Presentation MS Word electronic soft copy & bound hard copies	Month 17 (approx)	COTR, sponsors and stakeholders
TRANSFER OF ACTIVITIES, DATA, & EVALUATION MATERIALS					
12.	Provide Electronic Data Files with Codebooks	5 copies	External electronic storage devices	Month 18	COTR
13.	Non-technical Report of findings for the public	100 copies	MS Word electronic soft copy & bound hard copies	Month 18	COTR
14.	Final Briefing with presentation materials	25 copies	Oral Presentation MS Word electronic soft copy & hard copies	Month 18	COTR and sponsors

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 **Payment/Invoices.**

G.1.2 The Contractor shall be compensated in the following manner:

1. An installment equaling 30% of the total contract amount upon acceptance of Deliverables Nos. 1- 6 (with possible exception of No. 6 which may not be available until a later time);
2. An installment equaling 20% of the total contract amount upon acceptance of Deliverables Nos. 7-8;
3. An installment equaling 25% of the total contract amount upon acceptance of Deliverables Nos. 9-11;
4. An installment equaling 25% of the total contract amount upon acceptance of Deliverables Nos. 12-14;

G.2. 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 thirty (30) days after receipt and approval of invoices.

G.1.2 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.1.3 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.1.4 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:

Ms. Kim Beverly
Deputy Director
Strategic Management Division
500 Indiana Avenue, N.W.
Gallery Place, Suite 500
Washington, DC 20001
(202) 879-2891

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 **Publicity**

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

PART II

SECTION I - CONTRACT CLAUSES

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

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

I.2 Restriction On Disclosure and Use of Data.

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

I.3 Ethics in Public Contracting.

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

I.4 Disputes.

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

I.5 Laws and Regulations.

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

I.6 Non-Discrimination.

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(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 Cancellation Ceiling.

I.12.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2016, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

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**

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: **DCSC-16-RP-0054***

Caption: "Child Protection Mediation Outcome Evaluation"

Proposal Due Date & Time: Wednesday, September 21, 2016

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: Darlene D. Reynolds, CPPB
Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001

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

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Darlene D. Reynolds, CPPB
Senior Contract Specialist
701 7th Street, NW, Suite 612
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	<p>Technical Approach</p> <ul style="list-style-type: none"> A. Describe the offeror’s understanding of the requirements, including feasibility of proposed project, soundness of methods and analytic and technical approach. B. Describe, in a study design outline, the firm’s technical and management approach to accomplishing the requirements within the required time frame of the process evaluation and outcome evaluation. C. Identify the number of hours required to accomplish the Requirements and milestones and work breakdown Structures. D. Describe which portions of the project the Contractor expects to subcontract, if any. E. Project management capability including how tasks are subdivided, resources used and experience of management teams. F. Identify all the deliverables and expected dates of delivery.
Tab B	<p>Experience of Firm and Project Team:</p> <ul style="list-style-type: none"> A. List Qualifications and experience of firm, Key Personnel and Project Tem proposed to perform the requirements listed under the scope of the project (include major or minor degree specializations; experience conducting applied

	<p>research in a human service setting; length and relevance of experience).</p> <p>B. Demonstrated experience of the firm, Key Personnel and Project Team in developing and implementing process and outcome evaluations of similar scope and size as confirmed by past performance references.</p> <p>C. Experience providing information for policy makers and the public in user-friendly formats and/or for presentation at public forums.</p>
Tab C	<p>Experience with Child Protection Mediation</p> <p>Describe, in detail, the experience of the firm, Key Personnel and Project Team in conducting research on child protection mediation and their understanding of current critical operational and research issues applicable to these courts/programs.</p>
Tab D	<p>Past Performance</p> <p>Provide a List of references, including at least two from public sector/court entities and Attachment J.9 (Past Performance Evaluation Form).</p>

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 five (5) copies of the Technical Proposal, and five (5) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.

L.2.4 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.2.5.1.2 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:
- Darlene D. Reynolds, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, NW, Suite 612
Washington, D.C. 20001
darlene.reynolds@dcsc.gov
Telephone: 202-879-2872
- 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 Monday, September 19, 2016 by 4:00 p.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.

The Courts will post all amendments and responses to offerors questions on the DC Courts and Federal Business Opportunities Websites at www.dccourts.gov/dccourts/courtsystem/procurement.jsp and www.fedbizopps.gov.

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 al

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 type.

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

ITEM NO.	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
Experience of Firm and Project Team:			
M.2.2	Tab B	Demonstrated 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, both technical and for the public.	0-25
Experience with Community Courts:			
M.2.3	Tab C	Demonstrated experience conducting child protection research with an emphasis on mediation and an understanding of current critical operational and research issues applicable to these courts.	0-25

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, 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?
- a. 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?
- b. Are the proposed price(s) for hardware and software comparable to competitor’s prices under this solicitation?
- c. Are the proposed price(s) for installing hardware and software comparable to competitor’s prices under this solicitation?
- d. 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.