

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

**ISSUED BY:** DISTRICT OF COLUMBIA COURTS  
ADMINISTRATIVE SERVICES DIVISION  
PROCUREMENT AND CONTRACTS BRANCH  
616 H STREET, N.W., ROOM 622  
WASHINGTON, D.C. 20001

**DATE ISSUED:** August 30, 2012

**OPENING DATE:** N/A  
**OPENING TIME:** N/A

**SOLICITATION NUMBER:** DCSC-12-RP-060

**CLOSING DATE:** September 17, 2012  
**CLOSING TIME:** 10:00 A.M.

**OFFER/BID FOR:** COMMUNITY COURT EXPANSION PROJECT PROGRAM EVALUATION

**MARKET TYPE:** Open

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

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

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

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

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

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

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

**1. ACKNOWLEDGMENT OF AMENDMENTS**

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

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

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

**2. 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.

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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**  
**COMMUNITY COURT EXPANSION PROJECT PROGRAM EVALUATION**

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

- B.1 The District of Columbia Courts (D.C. Courts) seek a Contractor to conduct a program evaluation of the Criminal Division’s Community Court Expansion Project (hereafter Community Courts) for new cases filed during a six-month period in calendar year 2012, with an additional 12-month follow-up period for each defendant to assess any re-offending activity.
- B.1.1 The D.C. Courts anticipate an award for up to a 30-month period for a fixed price contract divided into two parts: Process Evaluation and Outcome Evaluation with a mixed-methods design.
- B.2 The Offeror shall submit a technical and price proposal in two separate volumes for the services specified below, beginning in Section B.3 and in accordance with Section C, Scope of Work - Requirements, of this Request for Proposals (RFP).

**B.3 CONTRACT PRICE (Up to 30 Months)**

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Total Price
0001	Deliverables 1-5 (Evaluation Planning)	\$_____
0002	Deliverables 6-11 (Process Evaluation & Report)	\$_____
0003	Deliverables 12-17 (Outcome Evaluation Planning & Interim Reporting) <b>*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.</b>	\$_____
0004	Deliverables 18-19 (Data Analysis & Draft Report)	\$_____
0005	Deliverables 20-21 (Final Reporting)	\$_____
Total Contract Price		\$_____

#### **B.4. PROGRAM BACKGROUND**

The Superior Court of the District of Columbia Courts is a trial court of general jurisdiction within the District of Columbia Courts. The Criminal Division of the Superior Court is responsible for processing all local criminal violations under the D.C. Code, including Felony, Misdemeanor, and Criminal Traffic cases. The Criminal Division operates several problem-solving courts including Mental Health Community Court (MHCC), Adult Drug Court, the D.C. Community Court and as of January 2012, the Community Courts expanding all police districts/wards in the District, e.g., 1D Community Court, 2D/4D Community Court, 3D Community Court, 5D Community Court, 6D Community Court, 7D Community Court. From September 2002 to December 2011, the Superior Court operated the East of the River Community Court (ERCC) which included Police Districts 6 and 7 (Wards 7 and 8) in the District of Columbia.

#### **B.5 GENERAL PROGRAM INFORMATION**

The Community Courts are based on the ERCC model that was established in September 2002. The ERCC was a response to the high rates of poverty, crime, and disorder in neighborhoods east of the Anacostia River. In addition, the Superior Court sought to achieve more efficient misdemeanor case processing and reduce police overtime. The ERCC adjudicated US misdemeanor cases originating east of the Anacostia River in Metropolitan Police Districts 6 and 7 (not involving domestic violence) such as drug possession, sexual solicitation, unlawful entry, simple assault, theft in the 2<sup>nd</sup> degree, and illegal dumping.

B.5.1.1 As an alternative to traditional case processing, eligible defendants were offered an opportunity to participate voluntarily in the ERCC diversion program. The ERCC provided an opportunity for defendants with US misdemeanor offenses to make restitution to the community, accept responsibility for their behavior, obtain necessary treatment and educational services, and divert a possible conviction.

B.5.1.2 In 2010, the D.C. Courts commissioned a study to determine the effectiveness of the ERCC in reducing reoffending activity. The study included 4,046 defendants who entered the ERCC in 2007, 2008, and 2009 and focused on the rate of successful ERCC diversion completions as well as reoffending activity in the District of Columbia and Maryland for approximately 12 months post-disposition. The study concluded that the ERCC approach and community court model was far more successful than traditional criminal justice responses to reducing reoffending activity. As a result, beginning in January 2012, the D.C. Superior Court Chief Judge reconfigured the Criminal Division's misdemeanor calendars to follow the community court model to align with the seven MPD police districts.

B.5.1.3 The Community Courts involve the partnership and collaboration of several agencies and organizations and work to identify social services needs of the defendant that may contribute to criminal behavior and fashion diversion programs, where appropriate, to address those needs. As cases come before the judge in the courthouse, justice is administered by providing a balance between punishment, community service to restore the community from harm done through criminal offenses, and providing social services that the defendant may need.

## **B.5.2 PROGRAM GOALS AND OBJECTIVES**

The Community Courts seek to reduce low-level and quality-of-life offenses in the District of Columbia neighborhoods by utilizing a collaborative, problem-solving approach to crime. The stated goals of the Community Courts are to:

- Enhance the quality of life in DC neighborhoods including reducing reoffending activity;
- Address the needs of the defendants/offenders by linking to treatment and social services;
- Increase public trust and confidence in the court system;
- Increase defendant's/offender's accountability including the performance of community services;
- Streamline case processing;
- Reduce criminal justice costs; and
- Forge partnerships to solve neighborhood problems.

## **B.5.3 PARTNERING AGENCY ROLES AND RESPONSIBILITIES**

B.5.3.1 Superior Court's Community Courts: Community Courts' judges set the conditions under which all defendants are released prior to disposition of the case, supervises and monitors the defendants who are in diversion programs, hears trials and decides guilt or not guilty, takes pleas, and sentences those who plead or are found guilty. The Community Court Branch of the Criminal Division operates a Community Services Program, which identifies and partners with community service sites and assigns defendants to community service.

B.5.3.2 Defense Attorneys: Include the Public Defender Service for the District of Columbia (PDS), Criminal Justice Act attorneys (CJA), the Superior Court Trial Lawyers' Association (SCTLA) and the District of Columbia Association of Criminal Defense Lawyers (The Defense Bar).

- B.5.3.3 The United States Attorney’s Office (USAO): Reviews cases and identifies eligible cases, typically involving defendants whose criminal histories are not significant, and who are currently charged with offenses that are not of a serious or violent nature.
- B.5.3.4 The Pretrial Services Agency for the District of Columbia (PSA): PSA’s mission is to promote pretrial justice and community safety by assisting judicial officers in making appropriate release decision and by providing supervision and pro-social interventions to defendants released into the community.
- B.5.3.5 Court Services and Offender Supervision Agency (CSOSA): Supervises adults in the District of Columbia who are on probation, parole or supervised release; monitors compliance with the conditions of probation and provides case management services based on the individual’s assessed needs.
- B.5.3.6 Metropolitan Police Department (MPD): Serves as the primary law enforcement agency for the District of Columbia that patrols, investigates and arrests individuals suspected of committing criminal offenses in the District.
- B.5.3.7 The Executive Office of the Mayor (EOM): Representatives attend meetings of the Community Courts Expansion Project Stakeholders Committee and facilitates District agencies partners.
- B.5.3.8 Community Service Host Sites: Non-profit and/or government agencies that provide service sites for defendants to perform community service.

**B.5.4 ELIGIBILITY**

Cases involve individuals charged with non-domestic violence misdemeanor offenses prosecuted by the USAO that originate in the seven (7) Police Districts in DC. However, if a defendant has pre-existing U.S. Misdemeanor charges pending before another Superior Court judge, the new case is assigned to that same judge.

In general, a defendant should not be in violation of his or her court-ordered release conditions. With the exception of the drug and mental health courts, a defendant must test negative at the initial drug test or consecutively test negative two times, and remain negative by the first status hearing. Drug testing must be conducted under the direction of PSA. The USAO will not accept any privately-obtained drug tests.

## **B.5.5 DIVERSION OPTIONS**

- B.5.5.1 The decision whether or not to divert a criminal case is within the discretion of the USAO. Defendants who are testing positive for drugs are ineligible for any diversion option that includes community service. In all the diversion programs, the USAO and the defendant enter into the diversion agreement. PSA and the USAO may monitor the defendant's performance under the agreement and notify the judge of his/her progress. Additionally, PSA may provide the USAO with a recommendation to either maintain the agreement or terminate it if the defendant fails to comply with its requirements. If the USAO determines that a defendant has breached the agreement by violating one or more of the terms of diversion, it is within the USAO's discretion to terminate the agreement. If the defendant's non-compliance results in termination of the diversion agreement, the criminal prosecution of the defendant's case resumes.
- B.5.5.2 Cases in the Community Courts may be diverted in the following ways:
- B.5.5.2.1 Mediation Program (four-to-six months in length): For cases with victims who agree to mediate; neutral third party mediators preside over the mediation sessions. After a successful mediation, the USAO either will enter an immediate *nolle prosequi* or will do so after a period of time on the stet docket to monitor restitution, subsequent contacts, and any other conditions agreed to at the mediation session.
- B.5.5.2.2 Community Service Deferred Prosecution Agreement (DPA) (4 months in length): For defendants with two or fewer prior convictions within the past ten years; cannot have any drug-related convictions within the past ten years; cannot be currently charged with Possession of PCP, Possession With Intent to Distribute a Controlled Substance, Distribution of a Controlled Substance, or any firearms offense. For drug possession cases, there cannot be indicia of sale. The defendant may receive a DPA for a Simple Assault, Threats or Assault on a Police Officer charge, but only with USAO supervisory approval. During that time period, the defendant must perform 32 hours of community service, and comply with other conditions (*i.e.*, curfew, restitution, stay away).
- B.5.5.2.3 Community Service Deferred Sentencing Agreement (DSA) (six months in length): For defendants with a maximum of four prior convictions within the past ten years; cannot have more than two drug-related convictions within the past ten years; cannot be currently charged with Possession of PCP, Possession With Intent to Distribute a Controlled Substance, Distribution of a Controlled Substance, or any firearms offense. For drug possession cases, there cannot be indicia of sale. The defendant may receive a DSA for a Simple Assault, Threats or Assault on a Police Officer charge, but only with USAO supervisory approval.

During that time period, the defendant must perform 48 hours of community service, and comply with other conditions (i.e. curfew, restitution, stay away). The defendant must plead guilty to his or her charge(s) to receive a DSA. The defendant will be allowed to withdraw the guilty plea upon successful completion of the DSA.

- B.5.5.3.4 Mental Health Community Court (MHCC) (four months in length): For defendants who are competent and have a verified mental illness, irrespective of drug testing history and may not be charged with a firearms-related offense. Generally, a defendant may be eligible with no more than three pending misdemeanors. PSA must screen and approve a defendant for supervision by PSA's Specialized Supervision Unit and MHCC. If approved by the USAO, the defendant must enter into a MHCC DPA or DSA. Among other conditions, the defendant must participate in mental health treatment and, if necessary, drug testing and treatment, at the direction of PSA.
- B.5.5.3.5 Adult Drug Court (six-12 months in length): For defendants who have a verified substance abuse or dependence problem defined by a current substance abuse assessment and one of the following: at least three positive drug tests within the past 12 months; verified history of receiving drug treatment within the past 12 months; or, a positive drug test for a controlled substance on the day of arrest, initial appearance or random spot check. PSA and the USAO screen defendants for Drug Court eligibility based on these criteria and other factors. The defendant must enter into a Drug Court Contract (similar to a DPA). Among other conditions, the defendant must participate in drug testing, counseling and treatment at the direction of PSA.
- B.5.5.3.6 Stet Docket: Defendants charged with unlawful entry. Defendant must stay away from a location designated by the USAO for six months and comply with other conditions.

## **B.5.6 SUPERVISION**

When defendants are released after arraignment, they are instructed by the Court to report to PSA's office in the courthouse to review the conditions of release. If they have tested positive for drugs, or refused to test prior to arraignment, they may also be placed in the drug-testing program. PSA's Drug Testing and Compliance Unit operate the on-site drug-testing program. At the PSA courthouse site, defendants are instructed to contact their assigned Pretrial Services Officer (PSO) within 48 hours of their release. Defendants who are under diversion and required to complete community service are instructed to go immediately to the Criminal Division's Community Service Program Office located in the main courthouse for a community service assignment.

## **B.5.7 REFERRALS**

**B.5.7.1** Social Services: Defendants under pretrial release are assessed for substance abuse and/or mental health needs and connected with employment, housing and/or other social services through PSA's Social Services and Assessment Center (SSAC). The SSAC serves as a comprehensive mental health and substance treatment and assessment center for defendants. While generally about half of those assessed as needing treatment are placed in treatment, in many instances, placement is not made because the defendant's case is dismissed, treatment is not ordered by the judicial officer or the defendant may refuse treatment. The SSAC is PSA's repository for information on community resources and the primary broker in connecting defendants with needed social services, including employment, education, medical, and other resources.

**B.5.7.2** Community Service: Under a DPA or DSA, the criminal defendant enters into an agreement with the USAO to perform community service and comply with other conditions (i.e. no re-arrests, restitution, stay way order). Upon successful completion of the DSA or DPA, the USAO shall dismiss the defendant's case. A DPA requires 32 hours of community service to be completed within a four (4) month period and a DSA requires 48 hours of community service to be completed within a 6 month period. Where a defendant performs community service is usually based on the Police District area in which the offense was committed. Community service is to provide restitution or "pay back" to the individual or neighborhood being harmed.

## **B.5.8 CASELOAD INFORMATION**

During calendar year 2011, more than 12,000 new U.S. Misdemeanor cases were filed in Superior Court, with an additional 4,200 cases re-activated or reopened. Nearly 62% of all cases available for disposition were disposed.

During the first six months of calendar year 2012, there were 4,954 new filings with 931 assigned to a diversion program. Of the diversion cases, 861 were disposed as *nolle* diversion (i.e., successful completions).

## SECTION C: SCOPE OF WORK - REQUIREMENTS

C.1 The District of Columbia Courts (D.C. Courts) seek a Contractor to conduct a program evaluation of the Criminal Division's Community Court Expansion Project (hereafter Community Courts) for new cases filed during a six-month period in calendar year 2012, with an additional 12-month follow-up period for each defendant to assess any re-offending activity.

The Superior Court currently operates six distinct Community Courts that correspond to each of the police districts/wards. Each court/calendar is overseen by its own single, dedicated judge and all operate at the District's courthouse in downtown Washington, DC, where the Community Courts are centrally managed by a community court coordinator and staff. Participation is voluntary for at least a four to six-month period.

C.1.2 The D.C. Courts request a Program Evaluation of the Community Courts to be completed within a 30 month period. The D.C. Courts envision this work to be conducted in two parts: 1) Process Evaluation and 2) Outcome Evaluation, which may be conducted simultaneously.

**Note #1:** The final scope of the Outcome Evaluation would be contingent upon the Contractor's findings and recommendations from the Process Evaluation subject to its review and acceptance by the D.C. Courts. Therefore, at the completion of the Process Evaluation (CLINs #0001 thru 0002), prior to the start of CLIN# 0003, and based upon findings and recommendations made by the successful Awardee (Contractor), the Contracting Officer and Contractor shall negotiate any necessary modifications to the existing scope, including the designation of a comparison group, if applicable, and pricing submitted by the Contractor relating to the Outcome Evaluation requirement (CLIN #0003 of this requirement).

**Note #2:** The D.C. Courts are seeking a Contractor to employ a mixed-methods design including appropriate quantitative data analysis completed with ethnography.

**Note #3:** There may be limits to selecting an acceptable comparison group for the Outcome Evaluation under the current model. The Contractor shall provide a determination on the designation, or not, of a comparison group at the conclusion of the Process Evaluation and it shall become one of the terms to be considered in any re-scoping of the project.

C.1.3 The Contractor shall provide stated services under the supervision of the Contract Officer's Technical Representative (COTR), the D.C. Courts' Director of Research and Development.

## C.2 **PRINCIPAL RESEARCH INTERESTS**

The D.C. Courts' principal research interests/questions to be addressed in the Community Courts Evaluation include, but are not limited to:

**Note #4:** The analysis shall be conducted for the overall Community Courts program and also for the six individual courts/calendars which may employ different practices and procedures (e.g., on one calendar, the defendant's attorney receives a diversion offer prior to initial court appearance).

1. General descriptive statistics, including:
  - a. Number of defendants entering the Community Courts
  - b. Caseload volume and recent changes, if any, over time
  - c. Number of defendants opting out/remaining/certified out of Community Courts to another problem-solving court; requesting trial or pleading guilty
  - d. Basic demographics
  - e. Eligibility and screenings
  - f. Charge type information
  - g. Frequency and duration of hearings (e.g., pre-trial status, etc.)
  - h. Number of failures to appear
  - i. Disposition information
  - j. Sentencing and/or diversion information
  - k. Number of program completions; unsuccessful completions, etc.
  - l. Number of community service hours completed overall and by defendant
  
2. Implementation Model
  - a. Whether the program was implemented as designed in each of the six distinct courts/calendars
  - b. Extent to which the program reached the target populations
  - c. Governance structure (including the role and responsibilities of partner and stakeholder entities; stakeholder meetings)
  - d. Introduction/explanation of the program to defendants
  - e. Effect of program changes (e.g., obtaining diversion option from USAO before defendant's initial appearance, judges conducting probation reviews, etc.)

3. Treatment services
  - a. Effects of specific treatment options on program completion and reoffending activity
  - b. Effects of participation in Community Courts on employment and other functional outcomes
4. Diversion completions
  - a. Success of Community Courts on bringing defendants to program completion within the expected time frame
  - b. Participant characteristics associated with successful outcomes (i.e., program completion and reduction in reoffending activity)
  - c. Community service activities associated with successful outcomes
5. Defendant's perceptions of:
  - a. Program requirements, treatment options, sanctions and incentives, etc.
  - b. Program challenges and other factors that were difficult to overcome during participation and other factors related to motivation to change.
  - c. Fairness of treatment by judicial officer and program staff
  - d. Procedural justice (e.g., assessing the effects/perceptions).
6. Reoffending characteristics (during program participation and for a 12-month follow-up period per Defendant)
  - a. Number of defendants reoffending during program participation
  - b. Number of defendants reoffending following disposition/diversion completion (12 month follow-up period)
  - c. Effect on reoffending activity of participation in Community Courts (overall and by distinct courts/calendars)
  - d. Participant characteristics related to successful outcomes (e.g., program completion and decreased re-offending)
  - e. Case processing characteristics (e.g., judicial accountability, frequency of court appearances, type of treatment, case manager/probation officer supervision) related to successful outcomes
7. Cost/benefit analysis (expressed, among other methods, as a per program and per defendant cost)
  - a. Cost savings to the criminal justice system
  - b. Cost savings to the Courts

### **C.3 DATA COLLECTION AND SOURCES**

#### **C.3.1 General Data Collection Methods**

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

1. Interviews with court judicial officers, managers and program staff; attorneys, representatives from partner agencies and defendants
2. Data extracts from the Courts' automated information system, CourtView, and other routine statistical reports that may be available for the courts being evaluated
3. Data extracts from partner agencies
4. Data extracts, available on a special request basis only, from surrounding jurisdictions, e.g., Maryland and Virginia

#### **C.3.2 Data Collection Methods by Type of Evaluation**

The Contractor shall employ the general methods noted above, as appropriate, as follows:

1. Process Evaluation. Interviews; observations; data extracts
2. Outcome Evaluation. A mixed-methods approach is suggested as needed and appropriate to address the Courts' research interests, including:
  - i. Quantitative: Data extracts (Superior Court, Pretrial Services, Maryland Department of Public Safety and Correctional Services, FBI, etc) and
  - ii. Qualitative/Ethnography: Interviews, courtroom observations, etc.

#### **C.3.3 Data Availability and Access**

C.3.3.1 The data necessary for the baseline analysis are available in CourtView, supplemented where necessary with information maintained by PSA and the USAO. Accordingly, some contact with agencies outside the Court may be necessary in order to obtain access to information deemed necessary to the study.

C.3.3.2 All contacts, requests for information and its exchange shall be arranged by the COTR, in consultation with the Criminal Division Director, upon consideration of a written explanation by the Contractor about the need and relevance and use of such information. Further, all data sources included in the analysis must be approved by the COTR.

C.3.2.3 The Contractor shall state in writing to the COTR how it will ensure confidentiality or anonymity of human subjects and how it plans to secure Institutional Review Board (IRB) approval for research instruments and/or the research design, as necessary.

C.3.2.4 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.4 PROCESS EVALUATION**

C.4.1 The Contractor shall conduct a Process Evaluation to assess whether the program was implemented as designed, the extent to which the programs reached the target population, program outcomes, their governance (including the role and responsibilities of partner and stakeholder entities) and suggested remedies/ program modifications to overcome any problems encountered.

C.4.2 The Process Evaluation also shall clearly identify any results that may affect the scope and design of the Outcome Evaluation, as well as Suggestions for potential modification to operational procedures and practices

C.4.3 Also expected in the Process Evaluation is a Program Logic Model, with the following identified:

- a. Inputs
- b. Activities
- c. Mediator/Moderators
- d. Outputs

**Note #4:** The Courts do not have current program manuals for the Community Courts outlining the specific processes involved for each calendar. However, the Courts and/or partner entities may have written procedures for select program components, such as eligibility criteria or checklists.

#### **C.5 OUTCOME EVALUATION**

The Contractor shall conduct an Outcome Evaluation including information on defendants' re-offending activity.

**Note #5:** All eligible participants are provided an opportunity to volunteer for diversion programming (e.g., drug court, community court, mental health court, etc.). There is no group of individuals whose cases are processed through traditional methods. As a result, there is no current specific group of eligible defendants that does not receive a diversion offer. Therefore, from the research

perspective, there may be limits to selecting an acceptable comparison group under the current community court model. However, the selection of a comparison group may be considered from a previous year of operations before the model was fully expanded to all U.S. misdemeanor calendars.

C.5.1 In addition to the items noted in Section C.1, the evaluation consists of, but is not be limited to, the following:

1. Descriptive statistics of the study cohort and other items as appropriate to address the research interests.
2. Bivariate and Multivariate analyses to examine covariates related to successful program completion (including analysis of mediator and moderator effects), an examination of participant reoffending activity, covariates related to a reduction in recidivism (if appropriate), an analysis of dosage effects (if data are available), and other appropriate analyses suggested by the Process Evaluation, preliminary data analysis and general research interests/questions for the study.
3. Qualitative information on defendants' perceptions and experience in the program.
4. Suggestions for potential program modification by the Courts and/or its partner agencies.

## C.6 **PROJECT SERVICES AND DELIVERABLES**

The contract performance period shall be up to 30 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.6.1 **Phase I – Project Start-up and Evaluation Design**, including kick-off meeting with Courts' project sponsors and team to introduce Contractor's team and brief on an expected project approach and timetable.

Deliverable 1: Presentation materials for kick-off meeting

Deliverable 2: Monthly Progress Reports in writing to the COTR by the 15<sup>th</sup> of each month - ongoing

Deliverable 3: Final Evaluation Plan for Process Evaluation for approval by the COTR

Deliverable 4: Tentative Evaluation Plan for the Outcome Evaluation (final plan would be expected before the start of the Outcome Evaluation), including designation of a comparison group, if applicable, for approval by the COTR.

**Note #6:** The plans shall include the specific timeline for conducting both evaluations within the contract period and identifying intended data sources and research instruments, if required.

Deliverable 5: Institutional Review Board approval document, if required

## **C.6.2** **Phase II – Process Evaluation**

Deliverable 6: Data Collection Plan for approval by the COTR

Deliverable 7: Research Instruments

Deliverable 8: Program Logic Model

Deliverable 9: Briefing of COTR and sponsors on project status and preliminary results with presentation materials at approximately Month 5

Deliverable 10: Draft Process Evaluation Report for review and approval by the COTR

**Note #7:** The report shall include an executive summary and section describing methodology, results, implications and suggested modifications.

Deliverable 11: Final Process Evaluation Report and briefing of court sponsors and key stakeholders with presentation materials on report findings at approximately Month 9

Deliverable 12: Meeting with COTR to discuss any re-scoping of the Outcome Evaluation that may be suggested by the findings of the Process Evaluation, including the designation of a comparison group, if applicable.

## **C.6.3** **Phase III – Outcome Evaluation**

Deliverable 13: Final Outcome Evaluation Design for review and approval by the COTR

**Note #8:** The Evaluation Design shall include the data collection plan and strategy, comparison group designation (if applicable) and timelines, including specific dates for briefings and deliverables as necessary.

**Note #9:** Data collection for the Outcome Evaluation shall include both Qualitative/Ethnographic and Quantitative data.

The Courts will provide, as soon as available, an extract on the initial study cohort and arrange for data extracts from key partner agencies (PSA, CSOSA, etc.) as requested by the Contractor.

Additionally, the Courts, on behalf of the Contractor, would make a one-time request for reoffending information from external agencies such as the FBI, MD Department of Correctional Services and Public Safety and the VA Department of Corrections at the conclusion of the 12 month follow-up period.

Deliverable 14: Research instruments

Deliverable 15: Descriptive report on Outcome Evaluation cohort including method of entry into cohort, demographic information, etc. and briefing COTR and sponsors approximately Month 14

Deliverable 16: Ethnographic Report of defendant's perceptions with presentation to COTR, sponsors and stakeholders at approximately Month 18

Deliverable 17: Data analysis plan for approval by the COTR

Deliverable 18: Briefing on preliminary findings of COTR and project sponsors and key stakeholders with presentation materials to discuss preliminary findings and implications and obtain input for suggested program modifications at approximately Month 28

Deliverable 19: Draft report on Outcome Evaluation for review and approval by the COTR at approximately Month 29

**Note #10:** The report shall include the following, executive summary, findings, implications and suggested modifications. An Appendix shall contain: information on methodology, data collection and limitations of the data, if applicable, comparison group, if applicable, research instruments and code books, and other technical information.

Deliverable 20: Final Outcome Evaluation Report and briefing of court sponsors

and key stakeholders with presentation materials on report findings at approximately Month 30

Deliverable 21: Non-technical report of findings for the public

## **C.7 PROJECT MANAGEMENT**

### **C.7.1 Routine Reporting**

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

### **C.7.2 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.

### **C.7.3 Key Personnel**

Any changes in the Contractor's key personnel (e.g., Project Manager, Principal Researcher, etc.) on the project must be submitted in writing with resumes to the COTR for approval at least two (2) weeks prior to the anticipated change.

## **C.8 RESEARCH PROCEDURES and GUIDELINES**

C.8.1 Research procedures must follow federal regulations regarding the protection of human research subjects. The Contractor awarded the Contract is responsible for securing information on the guidelines and complying with them. Guidelines for human subject research can be found at <http://www.ojp.usdoj.gov>, in the Confidential Information Protection Act of 2002 and related guidance provided by

the federal Office of Management and Budget, as reported in the Federal Register.

- C.8.2 Risks to human subjects must be minimized and reasonable in relation to the anticipated benefits to subjects, if any, and the importance of the knowledge that may be reasonably expected to result. Federal regulations require that risks to subjects be minimized “by using procedures which are consistent with sound research design,” in which the design of the project/study is reasonable, among other factors.
- C.8.3 The research design must clearly state how the Contractor will assure the confidentiality or anonymity of human subjects in the reporting of results of the analysis.
- C.8.4 The Contractor shall obtain Institutional Review Board (IRB) approval prior to commencement of any research involving human subjects.

**PART 1**

**SECTION D - PACKAGING AND MARKING**

This section is not applicable to this solicitation.

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

### **E.1 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

The term of the contract shall be for thirty months (30) 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 provide to the **Contracting Officer's Technical Representative (COTR)** the deliverables specified below within the designated time frames:

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
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 <sup>th</sup> of each Month	COTR
3.	Final Evaluation Plan for Process Evaluation	1 copy	MS Word electronic soft copy	Month 1 (approx)	COTR for approval
4.	Tentative Evaluation Plan for the Outcome Evaluation	1 copy	MS Word electronic soft copy	Month 2 (approx)	COTR for approval
5.	IRB Approval Document	1 copy	MS Word electronic soft copy	Prior to human subject research	COTR
6.	Data Collection Plan	1 copy	MS Word electronic soft copy	Prior to the start of data collection	COTR for approval
7.	Research Instruments	1 copy	MS Word electronic soft copy	Prior to the start of data collection	COTR
8.	Logic model	1 copy	MS Word electronic soft copy	Prior to the start of data collection	COTR
9.	Briefing on project status and preliminary results with presentation materials	25 copies	Oral Presentation MS Word electronic soft copy & hard copies	Month 5	COTR and sponsors
10.	Draft Process Evaluation Report	1 copy	MS Word electronic soft copy	Month 8 (approx)	COTR for approval
11.	Final Process Evaluation Report and Briefing with presentation materials	50 copies of each	Oral Presentation MS Word electronic soft copy & bound hard copies	Month 9 (approx)	COTR, sponsors and stakeholders

12.	Meeting for Re-scoping of Outcome Evaluation, if needed	1 copy	MS Word electronic soft copy	Month 9 (approx)	COTR for approval
13.	Final Outcome Evaluation Design	1 copy	MS Word electronic soft copy	Month 9 (approx)	COTR for approval
14.	Research Instruments	1 copy	MS Word electronic soft copy	Prior to start of Outcome Evaluation	COTR
15.	Descriptive Report on Outcome Evaluation Cohort and Briefing with presentation materials	25 copies	Oral Presentation MS Word electronic soft copy & hard copies	Month 14 (approx)	COTR and sponsors
16.	Report of defendants' perceptions and Briefing with presentation materials	50 copies	Oral Presentation MS Word electronic soft copy & bound hard copies	Month 18 (approx)	COTR, sponsors and stakeholders
17.	Data Analysis Plan for Outcome Evaluation	1 copy	MS Word electronic soft copy	Prior to start of data analysis	COTR for approval
18.	Briefing on preliminary findings for the Outcome Evaluation with presentation materials	25 copies	Oral Presentation MS Word electronic soft copy & hard copies	Month 28 (approx)	COTR and sponsors
19.	Draft Report on the Outcome Evaluation	25 copies	MS Word electronic soft copy & hard copies	Month 29 (approx)	COTR and sponsors
20.	Final Outcome Evaluation Report and Briefing with presentation materials	50 copies each	Oral Presentation MS Word electronic soft copy & bound hard copies	Month 30 (approx)	COTR, sponsors and stakeholders
21.	Non-technical Report of findings for the public	100 copies	MS Word electronic soft copy & bound hard copies	Month 30 (approx)	COTR

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 Payment/Invoices

#### G.1.1 Partial Payments

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests partial payment and the amount due on the deliveries are in accordance with the following schedule, subject to any mutually agreed upon modification(s) due to any re-scoping of the project:
  1. An installment equaling 10% of the total contract amount upon acceptance of Deliverables Nos. 1-5 (with possible exception of No. 5 which may not be available until a later time);
  2. An installment equaling 20% of the total contract amount upon acceptance of Deliverables Nos. 6-11;
  3. An installment equaling 25% of the total contract amount upon acceptance of Deliverables Nos. 12-17;
  4. An installment equaling 30% of the total contract amount upon acceptance of Deliverables Nos. 18-19;
  5. An installment equaling 15% of the total contract amount upon acceptance of Deliverables Nos. 20-21.

G.1.1 The Contractor shall prepare invoices in duplicate and submit one copy to the **Contracting Officer's Technical Representative (COTR) (See Section G 5.2)** and one copy to the **Accounting Supervisor, Budget & Finance Division (See Section G 2.1 for address.)**

The COTR shall review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

G.1.2 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  
 Budget & Finance Division  
 D.C. Courts  
 616 H Street, N.W., Suite 600  
 Washington, D.C. 20001  
 202-879-2896

G.3 **Billing/Payment**

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

G.4 **Audits**

G.4.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by

the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

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

G.5.1 **Contracting Officer:** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

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

G.5.2 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Joanne F. Pozzo  
Director  
Research and Development Division  
500 Indiana Avenue, N.W., Washington, DC 20001  
(202) 879-2828

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

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 CONTRACT 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.3.5 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.

#### 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 Wage Rates**

The Contractor is bound by the attached Wage Determination No. 2005-2103, dated 6-13-2012, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41U.S.C. 351, incorporated herein as J.10. The Contractor shall be bound by the prevailing wage rates for the term of the contract.

#### **H.6 RESEARCH PROCEDURES and GUIDELINES**

H.6.1 Research procedures must follow federal regulations regarding the protection of human research subjects. The Contractor awarded the Contract is responsible for securing information on the guidelines and complying with them. Guidelines for human subject research can be found at <http://www.ojp.usdoj.gov>, in the Confidential Information Protection Act of 2002 and related guidance provided by the federal Office of Management and Budget, as reported in the Federal Register.

H.6.2 Risks to human subjects must be minimized and reasonable in relation to the anticipated benefits to subjects, if any, and the importance of the knowledge that may be reasonably expected to result. Federal regulations require that risks to subjects be minimized “by using procedures which are consistent with sound research design,” in which the design of the project/study is reasonable, among other factors.

H.6.3 The research design must clearly state how the Contractor shall assure the confidentiality or anonymity of human subjects in the reporting of results of the analysis.

H.6.4 The Contractor shall obtain Institutional Review Board (IRB) approval prior to commencement of any research involving human subjects.

## **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 Key Personnel**

Any changes in the Contractor's key personnel (e.g., Project Manager, Principal Researcher, etc.) on the project must be submitted in writing with resumes to the COTR for approval at least two (2) weeks prior to the anticipated change.

**I.10 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.11 Protest**

**I.11.1** 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.11.1.1** Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001

**I.11.2** A protest shall include the following:

- I.11.2.1 Name, address and telephone number of the protester;
- I.11.2.2 solicitation or contract number;
- I.11.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- I.11.2.4 Request for a ruling by the Contracting Officer; and
- I.11.2.5 Statement as to the form of relief requested.

**I.12 Insurance**

I.12.1 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.12.2 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.12.3 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.12.4 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.13 Cancellation Ceiling**

I.13.1 In the event of cancellation of the contract because of nonappropriation for any fiscal year after fiscal year 2012, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

### **PART III**

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

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

- J.1            General Provisions Applicable to D.C. Courts Contracts**
- J.2            Anti-Collusion Statement**
- J.3            Ethics in Public Contracting**
- J.4            Non-Discrimination**
- J.5            Certification of Eligibility**
- J.6            Tax Certification Affidavit**
- J.7            Certification Regarding a Drug-Free Workplace**
- J.8            District of Columbia Courts Release of Claims**
- J.9            Past Performance Evaluation Form**
- J.10          US DOL Wage Determination Number 2005-2103, revision 12, dated June 13, 2012**

## 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 V

### REPRESENTATIONS AND INSTRUCTIONS

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

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

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

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

*Solicitation Number: DCSC-12-RP-0060*

*Caption: 'COMMUNITY COURT EXPANSION PROJECT PROGRAM EVALUATION'*

*Proposal Due Date & Time: September 17, 2012, No later than 10:00 A.M.*

##### L.1.3 **Confidentiality of Submitted Information.**

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

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

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

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

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

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

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

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

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

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

L.2 **Proposal Information and Format**

L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section C: Scope of Work - Requirements. 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.2.7 – Price Proposal.**

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

<b>Tab A</b>	<p><b>Technical Approach</b></p> <ul style="list-style-type: none"> <li><b>A. Describe the offeror’s understanding of the requirements, including feasibility of proposed project, soundness of methods and analytic and technical approach.</b></li> <li><b>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.</b></li> <li><b>C. Identify the number of hours required to accomplish the Requirements and milestones and work breakdown Structures.</b></li> <li><b>D. Describe which portions of the project the Contractor expects to subcontract, if any.</b></li> <li><b>E. Project management capability including how tasks are sub-divided, resources used and experience of management teams.</b></li> <li><b>F. Identify all the deliverables and expected dates of delivery.</b></li> </ul>
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<b>Tab B</b>	<p><b>Experience of Firm and Project Team:</b></p> <p><b>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 research in a human service setting; length and relevance of experience).</b></p> <p><b>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.</b></p> <p><b>C. Experience providing information for policy makers and the public in user-friendly formats and/or for presentation at public forums.</b></p>
<b>Tab C</b>	<p><b>Experience with Community Courts</b></p> <p><b>Describe, in detail, the experience of the firm, Key Personnel and Project Team in conducting research on community courts and their understanding of current critical operational and research issues applicable to these courts.</b></p>
<b>Tab D</b>	<p><b>Past Performance</b></p> <p><b>Provide a List of references, including at least two from public sector/court entities and Attachment J.9 (Past Performance Evaluation Form).</b></p>

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

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

**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: Statement of Work - Requirements.** 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:
- Callie Byrd Williams, Senior Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
E-mail address: [callie.williams@dcsc.gov](mailto:callie.williams@dcsc.gov)  
Telephone: 202-879-3298
- L.4.2 For further information on submission of questions, please refer to section L.5 of this RFP.

L.5           **Explanation to Prospective Offerors**

L.5.1           **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than September 6, 2012, by 4:30 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.

L.6           **Changes to the RFP**

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

L.7           **Contract Award**

L.7.1           The Courts intend to make an award to the responsible offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

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

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

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

**L.8 Cancellation of Award**

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

**L.9 Official Offer**

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

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

L.10.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, Attachment J.3 – Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace, Attachment J. 9 - Past Performance Form).

**L.11 Retention of Proposals**

L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

**L.12 Public Disclosure under FOIA**

L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.13           **Examination of Solicitation**

L.13.1        Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.14           **Acknowledgment of Amendments**

L.14.1        Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.15           **Right to Reject Proposals**

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

L.16           **Proposal Preparation Costs**

L.16.1        Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17           **Prime Contractor's Responsibilities**

L.17.1        Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.17.2        If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18           **Contract Type**

L.18.1        This is a fixed price requirements contract type contract. However, the final scope and price of the Outcome Evaluation (CLIN #0003 of the Contract Price Schedule – Section B.3) will be contingent upon the Contractor's findings and

recommendations from the Process Evaluation subject to its review and acceptance by the D.C. Courts. Therefore, at the completion of the Process Evaluation (CLINs #0001 thru 0002), prior to the start of CLIN# 0003, and based upon findings and recommendations made by the successful Awardee (Contractor), the Contracting Officer and Contractor shall negotiate any necessary modifications to the existing scope, including the designation of a comparison group, if applicable, and pricing submitted by the Contractor relating to the Outcome Evaluation requirement (CLIN #0003 of this requirement).

**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 keep its offer open for 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 VI**

**SECTION M - EVALUATION FACTORS**

**M.1 Evaluation for Award**

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The 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:

<b>ITEM NO.</b>	<b>TECHNICAL PROPOSAL SECTION</b>	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>Technical Approach:</b>			
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
<b>Experience of Firm and Project Team:</b>			
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
<b>Experience with Community Courts:</b>			
M.2.3	Tab C	Demonstrated experience conducting criminal justice research with an emphasis on community courts and an understanding of current critical operational and research issues applicable to these courts.	0-25

<b>Past Performance:</b>			
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.