

ATTACHMENT 1**STATEMENT OF WORK & INSTRUCTIONS
FOR
INITIAL DIAGNOSTIC INTAKE SCREENING & SUPPORT
SERVICES TO COURT SOCIAL SERVICES DIVISION (CSSD)****SECTION A:****A.1 INTRODUCTION:**

This Statement of Work (SOW) is issued by the District of Columbia (D.C.) Courts, Superior Court, Family Court Social Services Division - CSSD. The CSSD has identified a need for three (3) qualified Independent Contractors to provide pre and post-adjudicated Screening Services for youth entering the District of Columbia's juvenile justice system under the supervision of CSSD staff. An immediate need has been identified to ensure that all youth entering the District's juvenile justice system are identified and administered selected tools utilized by the CSSD to determine the need for, and extent of behavioral services and supports needed. The contract period shall be for one (1) year from the date of contract award. The anticipated commencement date for the required service is on or about June 1, 2014. Selected Contractors will also be required to provide forty (40) hours of service delivery per week under this solicitation.

A.2 BACKGROUND:

The Superior Court of the District of Columbia, Court Social Services Division (CSSD) serves as the pre and post disposition juvenile probation agency for the Nation's Capitol. CSSD is responsible for serving and supervising all juveniles remaining under the jurisdiction of the Family Court, frequently referred to as the "front end" of the City's juvenile justice system. Those juveniles include: 1.) All newly arrested youth entering the Court system in juvenile delinquency cases; 2.) Persons in Need of Supervision - PINS cases (e.g., youth referred for truancy and/or youth referred for habitual running away); and 3.) Juveniles court-ordered to post-disposition probation case management, services coordination, and/or supervision/monitoring. The mission of CSSD is to assist in the rehabilitation of youth through the provision of comprehensive intervention services and probation supervision while enhancing public safety to prevent recidivism and protect the community. CSSD is responsible for all youth involved in DC's juvenile justice system who are not committed to the Department of Youth Rehabilitation Services (DYRS); that is those who are awaiting trial and those on probation.

The Court Social Services Division focuses on the strengths, challenges and identified needs of each individual youth within the context of the family. To ensure public safety and address the developmental needs of District youth under probation supervision, the CSSD enhances its therapeutic services delivery, supervision, and interventions with

objectively based and culturally grounded innovations. To achieve these objectives, CSSD must identify the self-reported and also attempt to access the unacknowledged mental and behavioral health needs of every youth entering the City's juvenile system. The CSSD Intake services operate 24 hours per day, 365 days per year. Critical screening and identification must be staffed and orchestrated in a manner that covers all youth. Contingent upon the outcome of the screening assessment(s), youth may be eligible for a variety of therapeutic, diversion and intervention programming. The goals of the CSSD Screening program include:

1. Administering screening assessments to each youth entering the system;
2. Scoring and analyzing all screening tools;
3. Identifying and referring youth to appropriate intervention;
4. Determining validity, reliability, and cultural relevance for DC youth entering the justice system; and
5. Using outcome data to inform programming needs as well as strengthening existing interventions.

Currently, the Court Social Services Division - CSSD is responsible for augmenting traditional intake methods through adjunct tools under the supervision of its Child Guidance Clinic - CGC, the behavioral health diagnostic assessment and clinical research branch of the Division. At this time, the Conners Behavioral Rating Scale (CBRS or Conners) is used to identify youth who may be eligible for the Court's Juvenile Behavioral Diversion Program (JBDP). JBDP is the juvenile mental health program, a Therapeutic Specialty Court operated for adolescents in conjunction with the DC Department of Behavioral Health (DBH) offering youth with select emotionally-based concerns tailored treatment and the opportunity to have their legal case dismissed (pre-plea or pre-adjudication), or significantly reduced during or subsequent to disposition sentencing. Youth and their families will continue to have access to a robust array of mental health services even after the court case is closed. Youth who do not have resultant scores that rise to an established level, or meet the criteria for JBDP will still have their identified concerns forwarded by screening staff to the probation officer (PO) of record for appropriate services and interventions.

SECTION B:

B.1 PERIOD OF PERFORMANCE:

The term of the contract shall be for one year from the date of contract award. The date of contract award shall be the date the Contracting Officer signs the contract document. The anticipated commencement date for the required service is on or about June 1, 2014. The actual start date shall be the contract award date.

B.1.1 OPTION PERIOD:

The Courts may extend the term of this contract for four (4) one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. **If the Courts exercise its option to extend the contract, Contractor shall be compensated at the same rate specified in the contract.** The preliminary notice does not commit the Courts to an extension. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year.

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

B.2 MINIMUM QUALIFICATIONS AND EXPERIENCE:

Contractors selected for this solicitation shall have an undergraduate degree and/or a master’s degree, or currently pursuing an advanced level graduate degree in the field of psychology, counseling, social work or similarly related curricula. The response must include any and all relevant licensing credentials specific to the field of mental and behavioral health. Experience with the juvenile population is preferable.

B.3 SALARY/RATE:

Compensation shall be based on the following:

| | | | |
|---------------------|-----------------|------------------|-------------------|
| Bachelorette Degree | \$25,711 Annual | \$12.36 Per Hour | 40 Hours Per Week |
| Masters Degree | \$30,761 Annual | \$14.78 Per Hour | 40 Hours Per Week |

SECTION C:**C.1 EACH CONTRACTOR SHALL PROVIDE AND PARTICIPATE IN THE SERVICES AND DELIVERABLE(S) AS FOLLOWS:****C.1.1 Orientation to Superior Court, CSSD and Intake Branch**

The Contractor shall participate in orientation to the DC Courts as provided by the Human Resource Division. Furthermore, the Contractor shall participate in orientation training as provided by the Court Social Services Division, which may include any one or more of the following: CSSD orientation, Intake branch orientation and CGC orientation. These trainings will familiarize the Contractor with policies and procedures, business as well as clinical practices within the CSSD, Court and juvenile justice/child welfare system(s).

C.1.2 Orientation to Child Guidance Clinic - CGC and its Research Unit

As provided by the Child Guidance Clinic - CGC (Chief Psychologist, Michael E. Barnes, PhD) and its Clinical Research (supervisor, Malcolm H. Woodland, PhD), the Contractor shall participate in orientations to the clinical and forensic functions of the Clinic, organizational responsibilities, and points of authority. Likewise, the Contractor shall take part in the purpose and function of the research laboratory and the Contractor's contribution to its ongoing mission.

C.1.3 Orientation of the Juvenile Behavioral Diversion Program – JBBDP

The CGC, in conjunction with the DC Department of Behavioral Health (DBH) will take the lead responsibility for providing training regarding the mission and daily functions of the JBBDP. This will include, but not be limited to the Administrative Authority/Order, JBBDP Manual, JBBDP Suitability Committee and Confidentiality Agreement, stakeholders such as the DC Office of the Attorney General, and selected Core Service Agencies.

C.1.4 Training on Current Screening Tools and Procedures

While there are screening instruments currently in use, there may be modifications or changes based on ongoing outcome research findings provided by the CGC Research Lab. The Contractor will be trained in the use of the Conners Behavioral Rating Scale (CBRS -various versions). As evolving tools and screeners are developed or selected, the Contractor will be trained and expected to transition or add to existing screening instruments including scoring, analysis, reporting and follow-up with appropriate probation staff.

C.1.5 Provision of Screening Services

On an agreed upon and designated work schedule, the Contractor shall administer selected screening tools to every identified juvenile. If a juvenile is not available during the Contractor's screening schedule, provisions must be made to secure a screening administration at a later time, which shall be prior to the date of first Court hearing following the New Referral hearing in John Marshall-15. The Contractor shall implement pre-arranged emergency contact and/or on-the-spot intervention for youth in imminent danger of suicide, homicide, or other life or additional threatening mental/behavioral health circumstances.

C.1.6 Data Analysis and Case Reviews

Upon completion of each workday schedule, the Contractor shall examine the administration and interview for immediate attention. Otherwise, the Contractor shall gather and score all screenings administered on a weekly basis in preparation for case review and supervision. This preparation will include gathering additional information from CourtView and/or other existing Court records and/or contacts. At this time, case reviews are typically held on Tuesdays at 2:00pm in the office of the Chief Psychologist. Case reviews will be supervised by Region II Program Manager, Shelia Roberson-Adams and/or Michael E. Barnes, Chief Psychologist. Data analysis and case reviews are critical to the monitoring and timely referrals for needed services. Thus, excessive and unscheduled absences are not conducive to the scope of this contract.

C.1.7 Post-Assessment Follow-Up

In accordance to the CGC's Clinical Research protocols and mission for enhanced screenings, there will be times that the Contractor will need to perform a follow-up post initial assessment and treatment intervention survey. This is an expected part of the overall scope of work needed to effectively and validly plan and make changes relevant to the youth population being served by the CSSD.

C.1.8 Supervision Schedule and Responsibilities

Case reviews are only one level of supervision for Contract screeners. On a mutually established and consistent basis, Contractors will meet with the supervisor of the CGC Clinical Research Lab. This will allow the Contractor to keep abreast of current developments in research protocols that might impact screening procedures or tools. Furthermore, the Contractor will gain valuable experience and knowledge in the provision of clinical research during this process. It is the Contractor's responsibility to bring forth any system or individual challenges, impediments, or dilemmas that impact effective screening or execution of the scope of work. In all cases, the Chief Psychologist should be notified of such factors or circumstances.

C.2 INSTRUCTIONAL SCHEDULE:

- C.2.1 Five (5) days after Contract award, the Offeror/Contractor will meet with the Contracting Officer Technical Representative (COTR) to establish the training and work schedule as well as a supervision schedule that shall remain throughout the contract year.
- C.2.2 Initial Diagnostic Intake Screening & Support Services shall be conducted at the Moultrie Courthouse located at 500 Indiana Avenue NW. Washington DC 20001, the Youth Services Center - YSC (Pre-Trial Juvenile Detention Center) located at 1000 Mount Olivet Rd., NE. Washington 20002, Building B 510 4th St., NW. Washington DC 20001, or any other CSSD operated site within the District of Columbia. Once established, any modifications/adjustments to the Contractor's work schedule must be approved by the COTR or Chief Psychologist.

C.3 SCHEDULING OF CONTRACTUAL HOURS

- C.3.1 All Contractual work hours shall be coordinated to ensure youth referred to the CSSD for juvenile or status offender matters are screened during CSSD's hours of operations at all locations detailed in Section C.2.
- C.3.2 Classes will start and end at the scheduled time.

C.4 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:

- C.4.1 The Contractor shall submit a weekly report detailing the number of screenings conducted, and brief monthly progress reports summarizing weekly activities conducted via email. The report shall include the following information on each participant:
- a. Date of Contact
 - b. Type of Contact
 - c. Site of Contact
 - d. Number of youth screened following referral
 - e. Number of youth screened within five (5) days of initial hearing
 - f. Brief outline detailing findings for each youth referred for a subsequent assessment

C.5 PAYMENT AND INVOICES

The Contractor shall be compensated at the established hourly rate. The Contractor shall submit an invoice for payment on a bi-weekly basis from the date of contract execution. Invoices shall be prepared in duplicate and submitted to the Contracting Officer's

Technical representative (COTR) and the D.C. Courts Accounting Branch for review and approval. The COTR shall review and approve or reject invoices . Following approval, the invoices will be sent by the COTR to the Budget & Finances Division for the processing of payments. At a minimum, the Contractor's Invoice shall include the following information:

1. Name and Address of the Contractor;
2. Contract Number/Contract Order Number;
3. Invoice Date;
4. Service Description;
5. Contractor's Electronic Fund Transfer (EFT), routing identification (bank name and code);
6. Signature certifying that services were provided as agreed and invoiced;
7. Name, Title, and Phone Number of person to be notified in the event of a defective invoice; and
8. Time and attendance documentation and verification forms

C.5.1 Submit Invoices to:

Michael Barnes, Ph.D., Chief Psychologist
 510 4th St., NW, Suite 330 B
 Washington, DC 20001
 202.508.1816

C.5.2 A duplicate copy of each invoice shall also be submitted to the D.C. Courts Accounting Branch:

Accounting Supervisor
 Budget and Finance Division
 D.C. Courts
 616 H Street, N.W., Suite 600
 Washington, D.C. 20001
 202-879-2813

C.5.3 Billing/Payment Certification

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.

C.5.4 Audits

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.

C.6 CONTRACTING OFFICER (CO):

Contracts will be entered into and signed on behalf of the Courts only by contracting officer. The name, address and telephone number of the Contracting Officer is:

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

C.6.1 Authorized Changes by the Contracting Officer:

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

C.6.2 Contracting Officer's Technical Representative (COTR):

- a. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR or her Designee is authorized to place orders under this contract. The COTR for this contract is:

Michael Barnes, Ph.D., Chief Psychologist
 510 4th St., NW, Suite 330 B
 Washington, DC 20001
 202.508.1816
 Email: micheal.barnes@dcsc.gov

- b. The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- c. The 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 also be required, at no additional cost to the Court, to take all corrective action necessitated by reason of the unauthorized changes.

C.7 CONTRACTOR'S CLEARANCE AND BACKGROUND REQUIREMENTS - CRIMINAL BACKGROUND CHECKS

- C.7.1 The District of Columbia Courts (Courts) shall require name based FBI fingerprint and Child Protection Registry clearance criminal background checks by means of fingerprints and National Criminal Information Center checks and procedures through the D.C. Metropolitan Police Department (MPD) and the Child Protection Registries of Washington, D.C. (DC), Maryland (MD) and Virginia (VA).
- C.7.2 Within five (5) days of request by the Contracting Officer the Offeror/ Contractor shall submit a completed District of Columbia Courts Security Clearance Form with information for each employee, consultant, trainee, volunteer and other personnel of the Contractor providing services including but not limited to those having direct contact with children (under the age of 18) or with individuals with intellectual disabilities, or providing services for the Criminal Division so a criminal background check may be conducted.**
- C.7.3 Within five (5) days of request by the Contracting Officer the Offeror/ Contractor shall submit a completed and notarized Child Protective Registry forms for DC, MD and VA. The Contracting Officer shall obtain clearance, through the Child and Family Services Agency (CFSA) Child Protective Register (CPR), for all Contractor personnel providing services with direct contact with children (under the age of 18) and with individuals with intellectual disabilities, to include salaried personnel, consultants, trainees, volunteers and all other personnel.**
- C.7.4 The Contractor shall inform the Contracting Officer in writing, of any changes in staff, to include the full legal names of new or substituted key personnel under this contract. The Contractor shall inform the Contracting Officer of any changes prior to services being provided by replacement personnel. All key personnel changes are subject to the prior approval of the Contracting Officer.
- C.7.5 The Courts shall require a Child Protective Register check on an annual basis, and a MPD criminal background check every two (2) years for personnel listed in Sections C.7.2 and C.7.3 above.

- C.7.6 The Offeror shall submit traffic record checks, with their proposal, on any personnel who would be required to drive motor vehicles to transport children or individuals with intellectual disabilities in the course of performing services under this contract. A pattern of disregard for traffic regulations, particularly where there has been a conviction for driving under the influence of intoxicants or drugs, may be cause for rejection.
- C.7.7 The Courts reserves the right to reject any current or proposed person providing services under this contract based on the outcome of the criminal background, CPR or traffic record checks. No person who has been convicted of, pleaded nolo contendere, been found not guilty by reason of insanity, or is on probation before judgment or placement of a case upon a stet docket, for any of the offenses listed in sections (C.7.9)(1), (5), (7) or (8) of this Article, shall be permitted to provide services with direct contact with children or individuals with intellectual disabilities.
- C.7.8 **The offeror shall submit, with its offer, a signed District of Columbia Courts Background Check Statement affirmation (Attachment 3) for each person whom a criminal background check and Child Protective Registry check is required under Sections C.7.2 and C.7.3 of this Section stating whether or not the person:**
- (1) Has been convicted of any of the felony offenses listed in Section C.7.9 of this Article, or their equivalent, in the District of Columbia, or in any state or territory;
 - (2) Has pleaded nolo contendere to any of the felony offenses listed in section C of this Article, or their equivalent, in the District of Columbia, or in any state or territory;
 - (3) Is on probation before judgment or placement upon a stet docket of a case involving any of the felony offenses listed in section C.7.9, or their equivalent, in the District of Columbia, or in any state or territory; and
 - (4) Has been found not guilty by reason of insanity, for any sexual offense or intra-family offense in the District of Columbia; or for any of the felony offenses listed in section C of this Article, or their equivalent, in the District of Columbia, or in any state or territory.
- C.7.9 The list of felony offenses referred to in section C.7.8.1 of this Article are as follows:
- (1) Murder, attempted murder, manslaughter, or arson;
 - (2) Assault, battery, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (3) Burglary;
 - (4) Robbery;
 - (5) Kidnapping;

- (6) Illegal use or possession of a firearm;
- (7) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (8) Child abuse or cruelty to children;
- (9) Unlawful distribution or possession of or possession with intent to distribute a controlled substance;
- (10) Theft, fraud, forgery, extortion, blackmail, larceny, or identity theft.

C.7.10 The Court shall maintain a personnel file on each Contractor containing a cover letter, up-to-date resume or curriculum vitae detailing education and work experience as well as any current applicable licenses and certifications, a list of at least three (3) references, verification of the most recent college degree and a current job description detailing the work undertaken by the Contractor. The Contractor shall inform the COTR immediately of any and all issues arising, which may impede fulfillment of contractual obligations. The Court shall provide orientation sessions for each contractor detailing administrative procedures, services encompassing those required by Contract scope, CSSD's policies and practices to be adhered to under this contract.

C.7.11 A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: All individuals providing direct service to the child, including volunteers.

C.7.12 The Contractor may not sub-contract services, nor can he or she make an offer of appointment to any individual (volunteer or other) whose position brings him or her into direct or indirect contact with CSSD youth.

C.7.13 Unless otherwise specified herein, the Court may conduct periodic criminal background checks throughout the duration of this contract.

C.8 MANDATORY REPORTING

The Contractor shall ensure that upon personally observing an incident of alleged or actual child abuse, neglect or fatality, having any other information indicating an alleged or actual risk to a child/children health or safety, he or she will make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty (24) hour Child Abuse and Abuse and Neglect Hotline (202 671-SAFE).

- C.8.1 The Contractor shall ensure that notification is made within (24) hours to the assigned COTR, Probation Officer, and Office of the Director.
- C.8.2 The Contractor shall ensure that the written report includes, but need not be limited to, the following information if the person making the report knows:
- a. The child/children who is the subject of the report;
 - b. Each of the child/children siblings;
 - c. Each of the child/children parents or other persons responsible for the child/children's care
 - d. The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known; and
 - e. All other information which the person making the report believes may be helpful in establishing the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect.

C.9 CONFIDENTIALITY:

During the course of this contract, the Contractor will have access to information that is deemed confidential by Federal and/or District Laws. Likewise, Contractors in this position will be held to Standard 4 (Privacy and Confidentiality) of the Ethical Principles of Psychologists and Code of Conduct by the American Psychological Association (2002 with 2010 Amendments). A copy of this document will be provided upon orientation. The Contractor shall protect and hold strictly confidential all information to which the Contractor has access during the course of work under this contract. Contractor shall not disclose, directly or indirectly, any such information to third parties or use it for any purpose other than the work under this contract. Upon conclusion of work under this contract, the Contractor shall return any and all information and materials obtained from CSSD and any copies to CSSD.

C.10 COMPLETION OF CONTRACT:

Contractor shall have fulfilled its obligation when the Court determines the Contractor has consistently provided services as described in the Statement of Work (DC Courts Contract) until the end of the contract period.

C.11 COURTS RESPONSIBILITIES:

- C.11.1 The Court shall evaluate the effectiveness of services provided by selected Contractors based upon on the above factors delineated in paragraph C.1 on through paragraph C.1.8

C.11.2 The Court shall work closely with Contractors.

C.11.3 The Court shall provide space for Contractors to fulfill obligations.

C.11.4 The Contractor shall be prepared to commence delivery of services detailed herein beginning on or about June 1, 2014, which shall also include duration of training provided by the Court that will enable Contractors to enhance skills necessary to carry out the services contemplated under this contract.

C.11.5 The Court is responsible for providing all training, assessment and support materials.

SECTION D:

D.1 QUESTIONS CONCERNING THIS REQUEST MUST BE DIRECTED BY EMAIL TO:

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

D.2 All questions must be submitted by email no later than May 27, 2014 by 2:00 p.m.

D.3 REQUEST FOR QUOTATION (RFQ) SUBMISSION:

Eligible offerors must submit a response to this solicitation on or before close of business 3:00 p.m., June 6, 2014. The response must include a cover letter (limited to two (2) pages), a resume or curriculum vitae, any and all relevant licensing credentials specific to the field of mental and behavioral health, a minimum of three (3) references, of which at least two (2) must be professional references. Each Offeror shall submit one (1) original and three (3) copies of their response. Each response shall be properly indexed and include all information requested in this RFQ. Offerors may submit responses either by e-mail, U.S. mail or by hand delivery/courier services.

- A. Offerors submitting their responses by e-mail must e-mail their responses to the following address:

reginald.ramdat@dcsc.gov

- B. Offerors submitting their responses by U.S. mail must mail their responses to the following address:

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

- C. Offerors submitting their responses by hand delivery/courier services must hand deliver their responses to the following address:

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

D.4 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE D.C. COURTS CONTRACTS:

The General Provisions Applicable to D.C. Courts Contracts (Attachment 2) shall be applicable to the contract resulting from this solicitation.

D.5 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.

D.6 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.

D.7 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.

D.8 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.

D.9 NON-DISCRIMINATION:

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

D.10 DISCLOSURE OF INFORMATION:

D.10.1 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.

D.10.2 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.

D.10.3 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.

D.10.4 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.

D.11 PUBLICITY:

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

D.12 TYPE OF CONTRACT:

This is a firm-fixed hourly rate contract.

D.13 GOVERNING LAW:

This contract shall be construed in accordance with the laws of the District of Columbia, the D.C. Courts and federal government.

SECTION E:**E.1 EVALUATION CRITERIA:**

The following criteria with a point system of relative importance with an aggregate total of one hundred points will be utilized to evaluate each response:

| Item No. | EVALUATION CRITERIA | MAXIMUM POINTS |
|-----------------|---|-----------------------|
| A. | QUALIFICATION: Relevant Qualification/Education. (Please refer to Section B.2) | 0 - 60 |
| B. | EXPERIENCE: Relevant Experience. (Please refer to Section B.2) | 0 - 40 |
| | TOTAL | 100 |

E.2 Contract award will be based on the evaluation criteria and interview. The Court will schedule interviews with the offerors who are determined to be highly qualified based on the evaluation criteria set forth above.