

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

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

**DATE ISSUED:** June 2, 2020

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

**SOLICITATION NUMBER: DCSC-20-RFP-73**

**CLOSING DATE:** July 2, 2020  
**CLOSING TIME:** 2:00 PM EST

**OFFER/BID FOR:** *Court Social Services Division- Commercial Sexual Exploitation of Children Mentoring and Specialized Services*

**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.	
<p style="text-align: center;"><b>OFFEROR</b></p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code &amp; Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p>
	<p>Signature _____ (Seal)</p> <p>Date: _____</p>
	<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>

**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 communications should be addressed to the Contracting Officer directed by email to Kiana Green, Contract Specialist at Kiana.Green@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:  


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

**4. TYPE OF BUSINESS ORGANIZATION**

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

**5. PAYMENT IDENTIFICATION NO.**

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

Please list below applicable vendor information:

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

Or

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

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

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

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

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

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

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

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

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

## PART I

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

- B.1 The Family Court Social Services Division (CSSD) of the District of Columbia Courts (referred to as Courts hereafter) have identified a need for a qualified Contractor(s) to provide mentoring and specialized services for youth at-risk or who have been victims of the commercial sexual exploitation of children (CSEC) and are under the supervision of the Court. Additionally, Contractors are expected to develop and provide a web-based training to increase CSEC awareness for community members, particularly CSEC victims, their families, and community stakeholders.
- B.2 This solicitation outlines the requirements for each of the categories of service. Applicants must designate the service or services for which they are applying. Applicants may submit one application that addresses one or more services (i.e., CSEC mentoring services, direct/specialty services; engagement and training services). We will make multiple awards for the mentoring and direct services; however, only one award will be made for the engagement and training services.
- B.3 The Courts is seeking proposals for the purchase of: (1) individual and group CSEC mentoring services aimed at providing interventions to court-involved youth at-risk for sexual exploitation, sex trafficking, and other forms of naïve and involuntary sexual servitude and abuse; (2) specialty services for Here Opportunities Prepare you for Excellence (HOPE) Court participants; (3) engagement and training services for CSEC victims' families, and community stakeholders on CSEC identification and awareness in Washington, DC.
- B.4 All CSEC mentoring services will be initiated at the BARJ Drop-in Centers or other locations as determined by CSSD and continued in the community-at-large. All activities, interventions, and mentoring support will be monitored by CSSD.
- B.5 The goal of this contract is to assist CSSD in its mission to prevent and reduce the number of youth impacted by CSEC via mentoring, specialized support services, community training, outreach, and awareness.
- B.6 The purpose of CSEC mentorship, specialized services, and training is to help restore self-esteem, and the capacity for youth to make informed and safe choices for themselves as well as maintaining public safety. This includes guiding youth toward responsible citizenship, and building stronger neighborhoods and communities.
- B.7 The initial contract (s) for the prescribed scope/statement of work shall be for a period of one year, with a maximum of one option-year. **The Courts expect to award multiple contracts for this solicitation. The total award is expected to serve approximately seventy (70) youth over 2 years, with a minimum guarantee of at least six (6) youth**

**per year, per vendor.**

B.8 The offeror shall identify the services to be provided in accordance with the accepted compensation rates, proposed using the guidelines under section M.3, Price Proposal Evaluation and Section C, Scope of Services, of this Request for Proposals (RFP).

**B.9 CONTRACT PRICE**

Compensation for the Base and Option Year of the contract shall be based on the accepted proposed prices included and should correspond with the following schedule:

**B.9.1 BASE YEAR**

**CSEC Mentoring - Community**

<b>Mentoring-Community</b>	<b>Evidenced-Based Practice - EBP</b>	<b>Best/Emerging Practice - BEP Rate</b>
Free Standing Service		
Individual (Per hour/per youth)	\$	\$
Group (Per hour/per youth)	\$	\$
Team (Per staff/per hour/per youth)	\$	\$

**CSEC Mentoring –BARJ Center(s)**

<b>Mentoring - BARJ Center(s)</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
CSSD Satellite Location(s)		
Individual (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Team (Per staff/per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$

**CSEC Specialty (Direct) Services- Community**

<b>Specialty (Direct) Services - Community</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
Free Standing Service		
Victim-focused support group	\$	\$

(Per hour/per youth)		
Parent/caregiver group (Per hour/per attendee)	\$	\$
Life-Skills Development Training (per hour/per youth)	\$	\$

**CSEC Specialty (Direct) Services- BARJ Center(s)**

<b>Specialty (Direct) Services - BARJ Center(s)</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
CSSD Satellite Location(s)		
Victim-focused support group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Parent/caregiver group (Per hour/per attendee)	\$ - 20% = \$	\$ - 20% = \$
Life Skills Development Training (per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$

**CSEC Specialty (Direct) Services – Community**

<b>Crisis Intervention Cost (See Section C 1.19)</b>	<b>Daytime Rate (7 am to 10:59 pm)</b>	<b>Afterhours Rate (11:00 pm to 6 am)</b>
Crisis Intervention Services	\$ per hour/ per youth	\$ per hour/ per youth

**Transportation Costs**

Transportation Cost (See Section C.11)	\$ per youth each way
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**Engagement and CSEC training services**

<b>Engagement and CSEC Training Services (See Section C 1.19)</b>	
Training Materials	\$
Subject-Matter Consultation	\$
Technical Consultation	\$
Web-based fees	\$
Any additional training fees should be added with detailed description and justification	\$



**B.9.1.1 OPTION YEAR 1**

**CSEC Mentoring - Community**

<b>Mentoring-Community</b>	<b>Evidenced-Based Practice - EBP</b>	<b>Best/Emerging Practice - BEP Rate</b>
Free Standing Service		
Individual (Per hour/per youth)	\$	\$
Group (Per hour/per youth)	\$	\$
Team (Per staff/per hour/per youth)	\$	\$

**CSEC Mentoring –BARJ Center(s)**

<b>Mentoring - BARJ Center(s)</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
CSSD Satellite Location(s)		
Individual (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Team (Per staff/per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$

**CSEC Specialty (Direct) Services- Community**

<b>Specialty (Direct) Services - Community</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
Free Standing Service		
Victim-focused support group (Per hour/per youth)	\$	\$
Parent/caregiver group (Per hour/per attendee)	\$	\$
Life-Skills Development Training (per hour/per youth)	\$	\$

**CSEC Specialty (Direct) Services- BARJ Center(s)**

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<b>Specialty (Direct) Services - BARJ Center(s)</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
CSSD Satellite Location(s)		
Victim-focused support group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Parent/caregiver group (Per hour/per attendee)	\$ - 20% = \$	\$ - 20% = \$
Life Skills Development Training (per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$

**CSEC Specialty (Direct) Services – Community**

<b>Crisis Intervention Cost (See Section C 1.19)</b>	<b>Daytime Rate (7 am to 10:59 pm)</b>	<b>Afterhours Rate (11:00 pm to 6 am)</b>
Crisis Intervention Services	\$ per hour/ per youth	\$ per hour/ per youth

**Transportation Costs**

Transportation Cost (See Section C.11)	\$ per youth each way
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**Engagement and CSEC training services**

<b>Engagement and CSEC Training Services (See Section C 1.19)</b>	
Training Materials	\$
Subject-Matter Consultation	\$
Technical Consultation	\$
Web-based fees	\$
Any additional training fees should be added with detailed description and justification	\$

B.9.2 Each offeror should submit a price proposal for CSEC Mentoring services that reflects any rate differences that may be applied based on the intervention being used (evidenced-based mentoring vs. best practice mentoring) and the specific type of mentoring/direct service delivered (i.e., individual, group, individual crisis contact, or special event/court attendance).

B.9.3 There may also be price differences based on the location of services (community vs. on-site at a court facility). **The Courts will realize a twenty percent (20%) reduction in unit prices to reflect the value of utilizing the Courts' BARJ facilities as the service provision location.**

B.9.4 Contractors should submit rates based on the classification of evidenced-based vs. best practice mentoring services. All price proposals will be evaluated using the guidelines outlined in Section M.3., “Price Proposal Evaluation.”

## **B.10 BACKGROUND/GENERAL**

This Statement of Work (SOW) is issued by the District of Columbia Courts (Courts), Family Court Social Services Division (CSSD). CSSD is the juvenile probation agency for the District of Columbia and is responsible for serving and supervising juveniles involved in the “front-end” of the District’s juvenile justice system.

The mission of CSSD is to assist in the rehabilitation of youth entering the juvenile justice system and court-involved youth under the supervision of CSSD for either delinquency and/or PINS (truancy/runaway) cases. This is accomplished through the provision of comprehensive services and probation supervision with an eye towards public safety to prevent recidivism and protecting the community. CSSD is responsible for youth involved in the District’s juvenile justice system, which includes pre- and post-disposition phases. At times, some youth are dually-assigned to the Department of Youth Rehabilitation Services (DYRS), Child and Family Service Agency (CFSA), and CSSD. CSSD focuses on the strengths and needs of the youth within the context of his/her family. CSSD seeks to enhance its therapeutic service delivery, supervision, and interventions with new innovations.

The Here Opportunities Prepare you for Excellence (HOPE) specialty court was established in 2018 for youth at-risk or who have been victims of commercial sexual exploitation. The mission of the HOPE court is to connect eligible and suitable youth and their caregivers with services designed to reduce CSEC involvement and provide oversight to ensure the support, care, and rehabilitation of participants. Despite the establishment of the HOPE court, there are continued barriers to the Courts effectively responding to the needs of court-involved CSEC youth. The Courts recognize the common barriers with treating CSEC victims (e.g., mislabeling victims, masking charges to detain victims for safety) and challenges associated with properly supporting CSEC victims (e.g., access to specialized services, lack of secure shelters, engagement of CSEC youth and their families in services, and gaps in outreach, prevention, and community awareness). With this contract, the Courts intend to bridge the inconsistency in service by increasing the capacity to provide mentoring and specialized services, conduct outreach through training, and develop community awareness through innovative, emerging approaches.

All youth served by CSSD are able to take advantage of a number of positive, pro-social activities including, but not limited to, mentoring sessions, delinquency prevention supports, recreation, and culturally enriching activities. The Contractor will outline positive reinforcement strategies with CSSD to incentivize program participation. The program will utilize clear, realistic benchmark targets, short-term, as well as long-term goals, with tangible attainments. This program works to build young people’s skills in problem solving, communication,

teamwork and reflection, perseverance, resilience, and conflict resolution. Contractors must gauge the participation and progress of each youth taking into consideration their individual needs, which may include cognitive and intellectual challenges, ADHD and emotional dysregulation disorders.

#### WHAT MENTORING IS

- Mentoring is designed to encourage creativity as a part of child development.
- Mentoring is a distinct approach to addressing the many needs of youth.
- Mentoring enables the young person facing challenges to focus on the positive rather than the negative aspects of his/her life.
- Mentoring models a healthy relationship and expands a youth's support network.
- Mentoring provides the opportunity for new experiences, job opportunities and to build new skills.
- Although the mentor is assigned to a particular youth, they are expected to work with the youth's family, and treatment team to ensure all needs are addressed.

#### WHAT MENTORING IS NOT

- Mentoring is not a treatment strategy.
- Mentors are not intended to be therapists.
- Being a mentor does not include assuming the role of parent, social worker, psychologist, cleric, or "cool" peer.
- The mentor is not a source of a "free ride," gifts or loans.
- Mentoring is not a forced relationship between the mentor and mentee based on factors such as availability, gender or pre-conceived ideas about either the mentor or mentee.
- Mentors tend to be caring individuals and there may be a tendency for the mentor to try to "fix" the mentee's problems. However, mentoring does not involve solving life problems for the youth.

#### WHAT CSEC MENTORING IS

- CSEC mentoring extends beyond traditional mentoring and may include, but is not limited to intensive service coordination, court advocacy, safety planning, linkage to

mental health treatment, medical care, dental care, substance abuse treatment, acquiring identification or benefits, specialized educational services/GED, job training, employment assistance, transportation, victim advocacy, and other support services for youth, who are at risk for, or are victims of CSEC.

- CSEC mentoring is conducted by individuals trained and committed to identify youth who are at risk for, or are victims of CSEC. This may include street outreach efforts, partnerships with organizations that serve the youth community, and/or collaboration with key stakeholders in the community.
- CSEC mentoring is survivor-centered and provides “voice” and “choice” to the youth served, acknowledging his/her unique experience and needs.
- CSEC mentoring recognizes the various levels of readiness for change that youth who are at risk for, or are victims of CSEC may display.
- CSEC mentors have received specialized training to work with this population and engage in continuous efforts to enhance their knowledge and abilities to build relationships with their mentees, respond to their needs, and support their healing.
- CSEC mentors have adopted an approach to mentoring that utilizes evidence-based mentoring tools and best practices, such as the Elements of Effective Practice in Mentoring outlined by the National Mentoring Partnership ([https://www.mentoring.org/images/uploads/Final\\_Elements\\_Publication\\_Fourth.pdf](https://www.mentoring.org/images/uploads/Final_Elements_Publication_Fourth.pdf)).

#### WHAT CSEC MENTORING IS NOT

- CSEC mentors are not exploitive or judgmental.
- CSEC mentors do not make assumptions about a youth’s values or motivations.
- CSEC mentors do not use outdated or inappropriate language when referring to the experiences of youth who are at risk for, or are victims of CSEC (e.g., prostitute, sex trafficking).
- CSEC mentors do not violate boundaries or engage in behaviors such as providing money or housing, which could put the mentor and/or youth’s safety at risk.
- CSEC mentors are not the “saviors” or rescue persons of youth in need.

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

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

C.1.1 Contractors shall have an extensive background in working with at-risk youth, particularly CSEC victims. Contractors shall participate in a tailored training curriculum and must complete the entire training series to be included in the mentoring program. A mentoring kit with resources will be provided by the Courts to each mentor to conduct individual and group sessions. Contractors will have access to web-based support and additional resources.

C.1.2 Contractors shall develop an individual and group CSEC Mentoring program using evidence-based mentoring tools and best practices, from the national mentoring program outlined by MENTOR Elements of Effective Practice for Mentoring. Contractors should meet with their assigned youth at least weekly in BARJ Centers or selected agency sites. Contractor should spend up to 40 hours mentoring and servicing at least one (1) and up to twelve (12) court-involved youth per month. CSEC mentoring services will be provided in three options: individual, small group (up to 3 youth), and large group (up to 6 youth). Contractors shall offer individual CSEC mentoring, and group CSEC mentoring activities designed to increase the self-esteem, safety awareness, and reduce vulnerability to CSEC of youth and to prevent further involvement with the juvenile system. The Contractor shall provide a program that offers the following:

C.1.2 (a) Programming that reflects the evidence-based or best practice models of mentoring.

C.1.2 (b) Programming that considers best or effective practices in youth development and CSEC Mentoring.

C.1.2 (c) Programming that incorporates instruction and the promotion of protective factors that can assist youth with their development.

C.1.2 (d) Programming that provides “voice” and “choice” to youth and acknowledges the unique needs of each youth and empowers youth to make healthy choices.

C.1.2 (e) Programming that promotes healthy relationships and expands a youth’s network of positive supports.

C.1.2 (f) Programming that aims to increase a youth’s self-esteem and self-efficacy.

C.1.2 (g) Programming that promotes the competency and skill development of youth to aide in their development.

- C.1.2 (h) Programming that commits to intentionally providing inclusive, affirming, and safe mentoring services for all youth including LGBTQ+ youth.
- C.1.2 (i) Programming that includes structured activities as a component of the program design and the result of planning, curriculum development that the CSEC Mentoring participant(s) can engage in together. Research underscores that providing this type of structured support to the individual mentor and youth is associated with improved outcomes.
- C.1.3 The purpose of CSEC Mentoring is to build positive and supportive relationships between youth and adults; and to provide positive adult role models for youth. CSEC Mentoring is a one-to-one supportive relationship between an adult and a youth that is based on trust. Youth should receive individual mentors that provide youth “voice” and “choice” while exploring and accessing crisis supports, advocacy, life-skills development training, educational/vocational certifications, and other support services during their period of participation.
- C.1.4 For the purpose of this solicitation, CSEC Mentoring program design(s) should support a structured relationship between an adult and one or more youth. CSEC Mentoring promotes positive behaviors, attitudes, and outcomes for youth and reduces risk-factors. It has been shown to improve academic challenges and/or social or job skills, support behavioral or other personal development, and reduce alcohol and other drug consumption. Successful CSEC Mentoring programs include matches between an individual mentor and one or more youth. CSEC Mentoring can take place in multiple and informal settings. CSEC Mentors are required to be available for a minimum of 12 months and have a reasonable caseload of active mentees (i.e., up to 4-6 individuals at a time), which reflects best practices of CSEC mentoring.
- C.1.5 A referred youth’s receipt of individual or group services is determined in collaboration with the Contractors and CSSD (i.e., PO, SPO, and/or COMDAF). The length of time for the services per youth is determined in collaboration with CSSD, based upon the youth’s needs, and the youth’s legal status.
- C.1.6 For the purpose of this Contract, eligible youth are defined as persons under the age of 21; however, Contractor may choose to narrow or target the age range in accordance with industry guidelines for which they propose to provide services with prior discussion and approval from COMDAF.
- C.1.7 Due to the vulnerable nature of the youth population, and potential issues of program liability, the proposed program design must ensure the safety, confidentiality and general well-being of youth participants as well as the appropriateness of adult paid and unpaid staff of the program. Adult paid and unpaid staff can be restricted from working with CSSD youth, notwithstanding the approval of a background check.

- C.1.8 Upon award of the contract, Contractors will be provided with a reporting template and will be required to submit both weekly and monthly progress reports.
- C.1.9 Contractors shall participate in quarterly meetings at and agency identified location to share information and learn from other stakeholders.
- C.1.10 CSEC Mentoring and Specialized (Direct) Services fall into one or more of the following categories:
- C.1.10 (a) **CSEC Group Mentoring** involves one to two adults conducting a group with two to six youth. This method may enhance the interaction process and facilitate sharing of life views, questions, and experiences. Specialized services provided will include, but are not limited to, group counseling for youth using a victim-centered model, which at times may include the youth's parent/caregiver, life and social skills development, personal/care hygiene, nutrition/wellness, healthy relationships, basic vocational skills training, and financial literacy training. The mentor must provide on-going monitoring of the effectiveness of group mentoring for each individual youth to ensure sustained emotional and behavioral progress. Group mentoring activities that take place at the agency vendor site will not receive additional compensation, as this is considered part of the requested programming.
- C.1.10 (b) **Individual (One-to-One) CSEC Mentoring** involves one adult, mentoring one young person. The one-to-one contact of this type of mentoring can be very effective in providing the youth individual attention and the opportunity to share freely in a safe-environment. Specialized services provided will include, but are not limited to, individual counseling for youth using a victim-centered model, which at times may include the youth's parent/caregiver, life and social skills development, personal/care hygiene, nutrition/wellness, healthy relationships, basic vocational skills training, and financial literacy training.
- C.1.10 (c) **Crisis Intervention Services** consists of specialty providers/mentors who facilitate crisis intervention services and support that can be accessed 24-hours a day. Services may include safety planning to prevent victimization, direct contact immediately following a return to custody after a period of abscondance, use of the center's facilities (e.g., shower), and meals when on runaway status, access to toiletries and emergency clothing.
- C.1.11 Contractors shall be compensated as outlined in Sections B.9.1 and M.3 of this solicitation.



- C.1.12 Contractors should provide a clear procedure for managing mentee referrals and tracking contact hours. Examples of outputs tracked include, but may not be limited to, the following:
- C.1.12 (a) Number of youths assigned to an individual mentor within 48 hours of referral
  - C.1.12 (b) Average number of contact hours between individual youth and individual mentor
  - C.1.12 (c) Total number of instructional hours
  - C.1.12 (d) Total hours of mentoring and instruction
  - C.1.12 (e) Total hours of mentoring and support
- C.1.13 Contractors should provide a clear procedure for monitoring the frequency and quality of mentor contacts. Examples of outcomes documented include, but may not be limited to, the following:
- C.1.13 (a) Participation in social activities and increased appropriate communication skills with adults and peers
  - C.1.13 (b) Increased engagement in CSEC-prevention related activities
  - C.1.13 (c) Increased positive attitude toward school and/or work
  - C.1.13 (d) Increased participation in court-ordered activities and requirements
- C.1.14 Contractors are paid for actual face-to-face appointments with youth, which can take place at designated BARJ Drop-In Centers or other community locations in conjunction, or approved by CSSD.
- C.1.15 Contractor shall provide specialized services; for example but not limited to: victim-focused support groups, parent/caregiver groups, life-skills development training, and crisis intervention services. Contractors will be trained as necessary.
- C.1.16 Victim-focused support group counseling shall be set up and facilitated by a CSEC-trained mentor and should:
- C.1.16 (a) provide a safe, non-judgmental environment for youth to engage in peer-to-peer support
  - C.1.16 (b) be a forum that allows for youth to feel supported and accepted to reduce

feelings of isolation and rejection

- C.1.16 (c) provide a discussion of topics generated by CSEC-trained mentor, or by participants' expressed needs, interests, and experiences.
  - C.1.16 (d) provide a place for the youth's family to participate in discussions, and be informed on the factors related to CSEC and empower them to advocate effectively for their youth. (Separate parent/caregiver groups should also be created.)
  - C.1.16 (e) take place in the community at specialty agency's location or one of the BARJ Centers
- C.1.17 Life-Skills Development Training shall be provided to youth (individual, small group, or large group) by a CSEC-trained mentor and should:
- C.1.17 (a) address topics such as social skills, personal care/hygiene, nutrition/wellness, healthy relationships, basic vocational skills training, and financial literacy
  - C.1.17 (b) include activities such as community/field trips, guest speakers,
  - C.1.17 (c) Instruction may be conducted via social media or audio/video platforms.
- C.1.18 Crisis Intervention Services shall be initiated by the CSEC-trained mentor and should be accessible to the youth 24 hours a day. These services include but are not limited to, safety planning to prevent victimization, direct contact immediately following return to custody after a period of abscondance, use of the center's facilities (e.g., shower), and meals when on runaway status, access to toiletries and emergency clothes, and safety planning development to prevent future victimization. CSEC mentors shall provide youth with a telephone number to gain crisis support by phone while in abscondance.
- C.1.19 Contractors shall coordinate with the Courts to provide direct services to youth. CSEC-trained mentors will work with the Courts Mentoring/Director services Coordinator to liaise with direct service providers.
- C.1.20 Contractor shall collaborate in the development of a web-based and in-person CSEC awareness training curriculum for community members, including parents of CSEC victims. This training curriculum will be approved by Court staff before implementation.
- C.1.21 Proposals for the in-person and web-based CSEC awareness trainings should include the following:
- C.1.21 (a) The identified target audience, including an justification for the selection

of that population

- C.1.21 (b) Specific learning objectives of in-person and web-based trainings
- C.1.21 (c) A list of potential resources (including subject experts) that will be utilized to obtain the training content
- C.1.21 (d) The methods for dissemination of the training, including electronic platforms
- C.1.21 (f) Training evaluation procedures and materials that will be required
- C.1.21 (g) Methods for ensuring the in-person and web-based trainings are accessible to those with disabilities
- C.1.21 (h) A timeline and projected plan for the development of the trainings, including the design, testing, and deployment of the web-based training
- C.1.21 (i) Detailed budget that aligns with the project proposal

## **C.2.0 PROGRAM DESCRIPTION AND IMPLEMENTATION**

- C.2.1 Contractors shall describe their program in terms of location, approach for youth engagement, length of sessions, contact frequency, enrollment process, and any other elements that best explain your program model.
- C.2.2 Contractors shall describe their program’s design for individual mentor recruitment, mentor screening, mentor training, and mentee-mentor matching process based on the youth’s needs and interests and a mentor’s experiences, skills, and interests.
- C.2.3 Contractors shall describe the relationship between the individual mentor and youth and the activities in which they will participate together. This description will include how these activities will specifically help youth to achieve program outcomes (e.g., reducing CSEC-risk, increased self-esteem, increased engagement, and acquisition of life-skills).
- C.2.4 Contractors shall describe both the initial and ongoing trainings that are provided to individual mentors to develop, support, and maintain effective and appropriate CSEC Mentoring relationships. Please detail trainings content, instruction and learning skills, the trainer’s credentials, origin of evidenced based /best practice model, and the length of training.
- C.2.5 Contractors shall describe how their organization will maintain confidentiality of the youth involved in the program.

- C.2.6 Contractors shall describe their crisis intervention plan and support services that should be accessible 24 hours a day. These services include, but are not limited to safety planning to prevent victimization, direct contact immediately following return to custody after a period of absconding, use of the center's facilities (e.g., shower), and meals when on runaway status, access to toiletries and emergency clothes, if needed, and safety planning development to prevent future victimization.
- C.2.7 Contractors shall describe their philosophy and policy for addressing the unique needs of youth with diverse racial and gender identities.
- C.2.8 Contractors shall submit a staff capacity and assignment report monthly, and as requested. This shall include a description of the number of available staff and their capacity to accommodate referrals.
- C.2.9 Contractors shall be willing to accommodate youth referrals for services at any time as Contractor capacity allows (i.e., support open enrollment for service provision).
- C.2.10 Contractors shall describe the process used to supervise, monitor, and support the individual mentor's caseloads.
- C.2.11 Contractors shall explain efforts to maintain individual mentors for a minimum of twelve (12) months, preventing frequent mentor turnover. Include how you manage the process to ensure continuity of services to youth when the mentor relationship terminates early or unexpectedly.
- C.2.12 Contractors shall document all communications and efforts to engage youth and/or their families. This reporting should be submitted monthly with invoices. Contacts by phone or text are unpaid, unless it is deemed a crisis service or pre-approved by CSSD (see description in C.1.10 (c)).
- C.3.0 CONTRACTORS SHALL INCLUDE ALL APPLICABLE DOCUMENTS IN THEIR PROPOSAL**
- C.3.1 Contractors should provide a program manual or protocol that guides implementation. A copy should be submitted and include a title page (name of author), the publication date (copyright, if applicable), and the Table of Contents
- C.3.2 An example of the scope and sequence of a mentoring session/plan
- C.3.3 All program accreditation, licensure, or certifications
- C.3.4 All licensures and certifications for the current and future staff who will serve the program, once funded, must be made available

C.3.5 Any partnership letter (s), Memorandum of Understanding, etc. that are pertinent to this program

**C.4 EVIDENCE-BASED DESCRIPTION (E.G., RESEARCH, CERTIFICATION, ETC.)**

C.4.1 Please describe any accreditation, educational license, or certification from an authorizing and/or regulatory body that authenticates your organization's ability to provide mentoring services.

C.4.2 Describe the use of best practices for direct services, evidence-based mentoring strategies, and/or the utilization of evidence-based information to develop training and engagement programs. Explain why you chose your program's model and why you believe it will be a good fit for your work with CSSD youth.

**C.5 PAST PERFORMANCE**

C.5.1 Please describe and detail evidence and measures of successful past performance providing mentoring or CSEC Mentoring services to youth. Include quantitative indicators (e.g., number of youths who achieved behavioral gains by improved behaviors).

C.5.2 To avoid the actual or appearance of preferential treatment or conflict of interest, Contractors shall not solicit verbal or written endorsements, performance appraisals, or recommendations from individuals who are employed by the DC Superior Court and the District of Columbia Court of Appeals. Any such request for past performance ratings or letters of recommendations must be submitted to the Contracting Officer listed in Section G.5.1 of the solicitation, for consideration.

**C.6 ENGAGING YOUTH AND FAMILIES**

C.6.1 Contractors shall describe the processes and methods of youth and family engagement that will be utilized to ensure maximum service participation.

C.6.2 Contractors are responsible for contacting and engaging the youth referred for services. Please detail all outreach and retention activities you will use to support CSSD youth participating in your program. Confirm whether outreach and retention activities are currently used in your programs. Describe how successful these activities are for engaging youth with behavioral challenges. If these outreach and retention activities are new to your program, discuss the steps you intend to implement to ensure their success.

- C.6.3 Describe your organization’s history and experience in working with court-involved youth, homeless youth, and/or youth involved with CSEC, specifically in the District of Columbia (if applicable).
- C.6.4 Describe how your organization defines “family.” Discuss how you work with youth who do not have traditional family structures due to family members who are deceased, incarcerated, active substance users, victims of child abuse or trauma, and/or who participate in the foster care system.
- C.6.5 Describe how your organization will involve and engage family members in your CSEC Mentoring program. If your program does not have a family engagement focus, please explain.
- C.6.6 Describe the benefit of your services and approach for CSSD youth who are at-risk or have been involved with CSEC.
- C.6.7 Please explain how your CSEC Mentoring program will meet the specific needs of CSSD youth.
- C.6.8 Explain how your CSEC Mentoring program will be goal oriented and lead to developmental and behavioral improvement outcomes.
- C.6.9 Explain the process for identifying and incorporating the advisement of survivors to ensure your program activities are survivor-informed.
- C.6.10 This is a fee-for-service contract. All communications and efforts to engage youth should be documented and included in all reporting. Contractors are paid for actual face-to-face appointments with youth, except in crisis circumstances, or on case by case circumstances as approved by CSSD. The CSSD recognizes that the population of youth served by this contract can be difficult to engage; however, a referral that is received by the Contractor does not constitute engagement, until an actual face-to-face meeting has occurred.
- C.6.11 The DC Courts shall compensate Contractor’s at the rate of twenty percent (20%) for missed appointments, up to 2 missed appointments per referral. CSSD must be notified immediately (within 2 hours), of all missed appointments by email. If there is no electronic communication with CSSD within the specified timeframe, the DC Courts is not responsible for the compensation of the missed appointment. All invoices should include said documentation of email correspondence.
- C.6.12 All contractors should be aware that under no circumstances are they allowed to RECORD, POST, OR DISCUSS ANY CSSD YOUTH with any non-CSSD personnel, unless authorized to do so. This includes involving youth in events that are not CSSD approved or recommended. For example, a community-based mentor wants to invite

their assigned youth to their family's dinner, this is a prohibited event. The CSSD youth's confidentiality will be broken and the mentor can be immediately banned from working with any CSSD youth in any capacity.

- C.6.13 All contractors should be aware that their personal cell phones should not be used while engaging with CSSD youth, except in the case of an emergency. When a mentor is engaged with a CSSD youth, his/her focus has to remain on that youth. Mentors are encouraged to store their phones in a secure location while in the BARJ facility or while working with CSSD youth. DC Courts does not assume any responsibility for any lost or damaged personal property belonging to mentors.
- C.6.14 If the youth is participating in a community event with their assigned mentor and has to use a cell phone, the mentor should first alert the PO or SPO on duty, ask for permission, then dial the number for the youth and monitor the call, while ensuring privacy of the youth. If the issue is of a serious nature, prior to the call alert the PO/SPO on duty so that they can intervene and address the issue.
- C.6.15 In an effort to ensure the safety of these youth, each agency should have a phone number for youth to gain crisis support by phone while in abscondance. Mentors should NEVER provide housing or allow youth into their personal residence.

## **C.7 TARGETED YOUTH OUTCOMES**

- C.7.1 CSSD providers are expected to help participating youth achieve a variety of positive youth development outcomes. Please give examples of measurable goals and outcomes that will be achieved and describe your process steps for increasing youth engagement, reducing CSEC risk and building relationships that can assist participating youth overcome challenges.
- C.7.2 Describe the organizational systems that supports staff planning, managing and tracking of daily activities to ensure alignment and progress with targeted outcome.

## **C.8 ASSESSMENT**

- C.8.1 Describe the process your organization will use to ensure that LGBTQ+ youth and LGBTQ+ individual mentors are provided an inclusive, affirming, and safe environment.
- C.8.2 Please describe the process your staff will use to help youth identify and work towards individual goals. Include how this will be documented and how the mentor will ensure the youth is engaged in the development of his or her plan.
- C.8.3 Explain how mentors will support the achievement of these individual goals, including how progress will be tracked and maintained.

- C.8.4 Describe and explain the process by which you will measure the goals and outcomes that the youth participating in your program will achieve.
- C.8.5 Describe how you determine whether the youth/mentor relationship is effective. Detail the actions that are taken when the match is not working.

**C.9 ALIGNMENT AND STAFFING**

- C.9.1 Please explain how the proposed CSEC Mentoring program aligns within your organization's mission and existing system of services.
- C.9.2 Provide a list of your staff (including management, direct service staff, and volunteers), their resumes and list of qualifications, that illustrate the required skills needed to implement the service area outlined in this solicitation/RFP.
- C.9.3 Describe your organization's capacity and ability to provide program staff with the professional skills required to effectively serve court-involved youth, specifically, youth found to be at-risk or involved with CSEC.
- C.9.4 Discuss your organization's protocol for initial verification and follow-up confirmation that program staff have and maintain all required certifications and licenses.
- C.9.5 Describe your organization's process for training, monitoring, and evaluation of the qualifications of all staff (including management, direct service staff, and volunteers) to work with court-involved youth, specifically, youth found to be at-risk or involved with CSEC and youth who have behavioral challenges.
- C.9.6 Describe your plan to manage all proposed services, including a discussion of how the services align to your agency's overall mission. Specifically, detail the organization's structure and protocols, to include staffing and supervisory model that will support successful implementation and supervision of services.
- C.9.7 For each proposed employee and/or volunteer, who will be in direct contact with youth, please submit a completed applicable DC Courts FBI Fingerprint, Background and Child Protection Registry Criminal Background Check Application with your proposal. (Refer to Section J for Attachments).

**C.10 PROGRAM SAFETY STANDARDS**

- C.10.1 Programs must offer a safe and nurturing environment for youth. Organizations **with staff that will have direct contact with children and youth under CSSD supervision will be required to let the DC Courts complete DC and Maryland Police clearances, FBI background checks, Child Protective Registry for staff and volunteers and other requirements as deemed necessary by DC Courts.** Within fifteen (15) days of



Contract Award, each employee/volunteer shall submit the results of individual TB tests and Applications for background checks.

- C.10.2 Notification of unusual incidents including, but not limited to: safety hazards, emergencies, and/or conflicts that affect the children, youth and/or parents, guardians and care givers participating in the program must be made immediately via email, texts and phone calls to the probation officer of record and the supervisory probation officer of record. Written incident reports to those same parties are required within 24 hours of any unusual incident involving staff and/or participants.

**C.11 MANDATORY REPORTING**

- C.11.1 The Contractor shall ensure that any staff member who receives information concerning, or personally observes, 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, shall make an immediate oral report to the probation officer of record and the supervisory probation officer of record, 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.11.2 If a critical incident of any kind occurs, the Contractor shall ensure that immediate notification is made to the assigned COTR, Probation Officer and the Office of the CSSD Director and a written report is filed within twenty-four (24) hours.
- C.11.3 The Contractor shall ensure the written report shall include, but need not be limited to, the following information if the person making the report knows:
- C.11.3 (a) The child/children who is the subject of the report
  - C.11.3 (b) Each of the child/children siblings; and
  - C.11.3 (c) Each of the child/children parents or other persons responsible for the child/children's care
  - C.11.3 (d) The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
  - C.11.3 (e) All other information which the person making the report believes may be helpful to establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect. Please always include name address phone number and incident location

**C.12 TRANSPORTATION**

- C.12.1 The Contractor shall provide transportation to and from Court activities designated by Court Social Services Division (CSSD) for youth under the supervision of the CSSD, at an established rate, which will permit the reimbursement for the Contractor for providing transportation to and from destinations as determined by the CSSD. The established rate shall negate the compensation for mileage, driver fees, and also vehicle fees. The CSSD will provide, in most instances, a minimum of forty-eight (48) hours advanced written notice of the destination to ensure the Contractor can accommodate the projected number of youth to be transported. Should a reduction in the number of youth occur after the forty-eight (48) hour written notice, the Contractor will be paid for the number of youth confirmed in the forty-eight (48) hour written notice.
- C.12.2 Should the CSSD provide the Contractor a minimum of forty-eight (48) hour advanced written notice of a reduction in the number of youth, the Contractor will not be paid for the number of youth confirmed for transportation in the initial written notice, unless otherwise approved by CSSD.
- C.12.3 Should the CSSD need to increase the number of youth subsequent to the forty-eight (48) hour, the Contractor shall notify CSSD within twenty-four (24) hours of the request whether or not they are able to accommodate the additional transportation request. Their inability to accommodate the additional request shall have no impact on the validity of the forty-eight (48) hour written notice previously distributed.
- C.12.4 Should the CSSD have a need for the Contractor to provide transportation to and from a Court-sponsored activity for youth under the supervision of the CSSD and the activity is occurring such that there is not sufficient time to give the Contractor a forty-eight (48) hour written notification, then CSSD may still make the request for transportation of the Contractor, but they will not be deemed in violation of the contract if they are unable to satisfy the short notice request.
- C.12.5 The CSSD will utilize a transportation form that will serve as the authorization document approving the transportation of each youth to and from destinations established by the CSSD. Transportation services will not exceed a fifty (50) mile radius, from the CSSD BARJ facilities, per youth, per day. The transportation form will detail requisite information necessary to ensure the Contractor is made clearly aware of the destination (to and from), the residential address of the youth, the name and contact information for the parent/guardian/custodian, and the name and contact information for the Probation Officer (PO) of record. The Courts will reimburse the Contractor for fees supported by receipts for tolls and parking costs accrued during transport to and from Court-sponsored activities and events.
- C.12.6 The Contractor shall not seek reimbursement from the Courts should the Contractor facilitate transportation to and from an activity or events that are not Court-sponsored.

- C.12.7 Anyone who is driving a vehicle in transportation to and from Court-sponsored activities for youth under the supervision of the CSSD, shall have all necessary clearances in accordance with this contract and is a duly licensed and insured driver.
- C.12.8 Any new driver who has not been vetted by the DC Courts' background check must complete a Metropolitan Police Department (MPD) Clearance and be deemed cleared to provide transportation services by CSSD, prior to transporting any CSSD youth.
- C.12.9 All vehicles used in transportation to and from Court-sponsored activities for youth under the supervision of CSSD, shall be duly licensed, adequately insured and in proper working condition.

**C.13 PERSONNEL REQUIREMENTS**

**C.13.1 Background Security Clearance**

All Contractor personnel must undergo a background security clearance prior to working on any of the CSSD BARJs or any of the Courts facilities.

**C.13.2 Attire/Badge Identification**

All the Contractor's personnel, while performing work under the contract shall at all times be in attire consistent with the Court Social Services Division's business casual dress code (see Attachment J.11), and in what might be worn in a professional recreational setting. The contract personnel shall prominently display the Contractor's name in a permanent or semi-permanent manner such as a badge at all times while in Court facilities.

**C.13.3 Supervision**

The Contractor shall have adequate Supervision on-site during the scheduled hours of contract performance to ensure that mentoring/direct services functions are performed as scheduled by the contractor. Supervisor and/or alternate shall be available during all times mentoring or direct services are in progress. Telephone numbers or pager numbers (if applicable) shall be furnished to the Courts for use in contacting the supervisor should the need occur when the supervisor is not on the work site.

**C.13.4 Professional Conduct**

At all times, civility is expected from contractor's employees to act in a respectful and professional manner. The Contractor agrees that each of its employees is properly qualified and will use reasonable care in the performance of janitorial service operations. If the DC Courts determines for any reason that the qualifications, actions, or conduct of any particular Contractor employee has violated this contract by performance,

unsatisfactory services, interfering with operation of the properties, bothering or annoying any occupants or other contractors or subcontractors at the properties, or that such actions or conduct are otherwise detrimental to the DC Courts then upon receipt of the DC Courts written notice, the Contractor shall remove said individual(s) from the Courts site and immediately provide qualified replacement person(s).

**PART 1**

**SECTION D - PACKAGING AND MARKING**

(This section is intentionally left blank)

## **PART 1**

### **E.1 SECTION E – INSPECTION AND ACCEPTANCE**

#### **INSPECTION OF SERVICES**

- E.1.1 “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the 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.
- E.1.3 The Court has the right to inspect all services called for by the contract, to the extent practical at all times and places during the term of the contract. The Court will perform inspections in a manner that will not unduly delay the work but will verify compliance with all terms and conditions agreed upon by the Contractor and CSSD.
- E.1.4 If the Court performs inspection 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.1.5 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.
- E.1.6 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 One Year 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 OPTION PERIOD:**

The Courts may extend the term of this contract for an additional one (1) year period, or a fraction, or multiple fractions thereof.

#### **F.2.1 Option to Extend the Term of the Contract:**

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

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

The total duration of this contract including the exercise of any options under this clause, shall not exceed two (2) years.

### **F.3 COMPLETION OF CONTRACT**

Contractor shall have fulfilled its obligations when the following occurs:

F.3.1 Contractor has consistently provided services as described in the Statement of Work (D.C. Courts Contract) and the Contractor's Proposal for twelve (12) months or three hundred sixty days (360) days after the date of contract execution.

### **F.4 DELIVERABLES**

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

F.4.1 The Contractor is responsible for providing all necessary materials not currently

provided by the BARJ sites or CSSD designated sites, as well as support materials such as videos, computer-based programs, and any required licenses, internet service (for off-site locations) and other communication services.

- F.4.2 The Contractor will maintain secured central files for all referred and served youth with contact information, case logs, and specific academic/life-skills activities completed, work product/evidenced-based materials, if applicable, computer files of assessments and work activities.
- F.4.3 Contractors shall submit a mentor's caseload, agency capacity, and mentor assignment report monthly and as requested. Describe your number of available staff and their capacity to accommodate referrals.
- F.4.4 The Contractor shall submit weekly activity/status reports and monthly summary reports.
- F.4.5 Weekly activity reports will be delivered via email through a secure network to the probation officer of record and to COMDAF ([comdaf@dcsc.gov](mailto:comdaf@dcsc.gov)) weekly. The Activity Report will contain:
  - F.4.5 (a) Date of Contact;
  - F.4.5 (b) Time of initial contact and time of contact cessation with elapsed time identified and rounded to the nearest quarter hour;
  - F.4.5 (c) Specific **CSEC Mentoring** activities conducted with the youth;
  - F.4.5 (d) Signature of the participating youth on the activity report.
  - F.4.5 (e) Evidence of the **CSEC Mentoring** activity conducted;
  - F.4.5 (f) General statement of youth's level of participation and the overall success or challenge of the **CSEC Mentoring** session;
  - F.4.5 (g) Lessons learned from the youth's perspective.
  - F.4.5 (h) Monthly progress reports will be delivered to the probation officer of record, COMDAF, and CSSD designated contacts on all youth in the program. The monthly reports will be submitted via email through a secure network.
  - F.4.5 (i) The monthly report shall include the following information on each participant:



- Date of Contact
- Type of Contact
- Site of Contact/Location
- Number of Program Absences
- Number of Excused Absences
- Demonstrated knowledge gained
- Description of youth's response to session (e.g., behavior, level of engagement).
- Status report on youth not being served, efforts to serve, and presenting challenges.

**F.5 QUALITY ASSURANCE PLAN**

F.5.1 The Quality Assurance Plan shall be submitted with the proposal. The plan shall include an identified monitoring system covering all the services, and methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the plan:

- F.5.1 (a) Activities to be monitored to ensure compliance with all Contract requirements;
- F.5.1 (b) Monitoring methods to be used;
- F.5.1 (c) Frequency of monitoring;
- F.5.1 (d) Samples of forms to be used in monitoring;
- F.5.1 (e) Title/level and qualifications of personnel performing monitoring functions; and
- F.5.1 (g) Files must be maintained for all monitoring results, including any corrective action taken.
- F.5.1 (h) Contractors' staff shall sign-in and out upon entry and exit from CSSD facilities in clear and legible handwriting including the staff name, time-in, and time-out, and name of youth served. Contractors that fail to sign-in and out will not be compensated for service provision.

F.5.2 Upon completion of this Performance Period, the DC Courts will have the option to renew this agreement for an additional twelve (12) months of service at the same rate.

**SECTION G -CONTRACT ADMINISTRATION DATA**

**G.1 PAYMENT/INVOICES**

G.1.1 The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.

G.1.1 (a) Contractors shall be compensated at the accepted/agreement upon proposed rates:

**G.1.1.1 BASE YEAR**

**CSEC Mentoring- Community**

<b>Mentoring-Community</b>	<b>Evidenced-Based Practice - EBP</b>	<b>Best/Emerging Practice - BEP Rate</b>
Free Standing Service		
Individual (Per hour/per youth)	\$	\$
Group (Per hour/per youth)	\$	\$
Team (Per staff/per hour/per youth)	\$	\$

**CSEC Mentoring –BARJ Center(s)**

<b>Mentoring - BARJ Center(s)</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
CSSD Satellite Location(s)		
Individual (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Team (Per staff/per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$

**CSEC Specialty (Direct) Services- Community**

<b>Specialty Services - Community</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
Free Standing Service		
Victim-focused support group (Per hour/per youth)	\$	\$
Parent/caregiver group (Per hour/per youth)	\$	\$
Life-Skills Development Training (per hour/per youth)	\$	\$

**CSEC Specialty (Direct) Services- BARJ Center(s)**

<b>Specialty Services - BARJ Center(s)</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
CSSD Satellite Location(s)		
Victim-focused support group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Parent/caregiver group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Life Skills Development Training (per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$

**CSEC Specialty (Direct) Services – Community**

<b>Crisis Intervention Cost (See Section C 1.19)</b>	<b>Daytime Rate (7 am to 11 pm)</b>	<b>Afterhours Rate (12 am to 6 am)</b>
Crisis Intervention Services	\$ per hour/ per youth	\$ per hour/ per youth

**Transportation Costs**

Transportation Cost (See Section C.12)	\$ per youth each way
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**Engagement and CSEC Training Services**

<b>Engagement and Training Services (See Section C 1.19)</b>	
Training Materials	\$
Subject-Matter Consultation	\$
Technical Consultation	\$
Web-based fees	\$
Any additional training fees should be added with detailed description and justification	\$

**G.1.1.2 OPTION YEAR 1**

**CSEC Mentoring- Community**

<b>Mentoring-Community</b>	<b>Evidenced-Based Practice - EBP</b>	<b>Best/Emerging Practice - BEP Rate</b>
Free Standing Service		
Individual (Per hour/per youth)	\$	\$
Group (Per hour/per youth)	\$	\$
Team (Per staff/per hour/per youth)	\$	\$

**CSEC Mentoring –BARJ Center(s)**

<b>Mentoring - BARJ Center(s)</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
CSSD Satellite Location(s)		
Individual (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Group	\$ - 20% = \$	\$ - 20% = \$

(Per hour/per youth)		
Team (Per staff/per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$

**CSEC Specialty (Direct) Services- Community**

<b>Specialty Services - Community</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
Free Standing Service		
Victim-focused support group (Per hour/per youth)	\$	\$
Parent/caregiver group (Per hour/per youth)	\$	\$
Life-Skills Development Training (per hour/per youth)	\$	\$

**CSEC Specialty (Direct) Services- BARJ Center(s)**

<b>Specialty Services - BARJ Center(s)</b>	<b>Evidenced-Based Practice - EBP Rate</b>	<b>Best/Emerging Practice - BEP Rate</b>
CSSD Satellite Location(s)		
Victim-focused support group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Parent/caregiver group (Per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$
Life Skills Development Training (per hour/per youth)	\$ - 20% = \$	\$ - 20% = \$

**CSEC Specialty (Direct) Services – Community**

<b>Crisis Intervention Cost (See Section C 1.19)</b>	<b>Daytime Rate (7 am to 11 pm)</b>	<b>Afterhours Rate (12 am to 6 am)</b>
Crisis Intervention Services	\$ per hour/ per youth	\$ per hour/ per youth

**Transportation Costs**

Transportation Cost (See Section C.12)	\$ per youth each way
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**Engagement and CSEC Training Services**

<b>Engagement and Training Services (See Section C 1.19)</b>	
Training Materials	\$
Subject-Matter Consultation	\$
Technical Consultation	\$
Web-based fees	\$
Any additional training fees should be added with detailed description and justification	\$

G.1.1 (b) All proposed rates will be reduced by twenty percent (20%) to reflect the value of utilizing the DC Courts BARJ facilities as the service provision location.

G.1.1 (c) A separate price for transportation is required (See Section C.12, Transportation)

G.1.2 The DC Courts shall compensate Contractors at the rate 20% of the agreed upon rate, for missed appointments, up to 2 missed appointments per referral. CSSD must be notified immediately (within 2 hours), of all missed appointments by electronic email. If there is no electronic communication with the COTR within the specified timeframe, the DC Courts is not responsible for the compensation of the missed appointment.

G.1.3 All communications and efforts to engage should be documented and included in all reporting. Contractors are paid for actual face-to-face appointments with youth. A referral that is received by the Contractor does not constitute engagement, until an actual

face-to-face meeting has occurred. However, the DC Courts and CSSD does recognize that the population of youth served by this contract can be difficult to engage. That said, please note the following:

- G.1.4 For detained/incarcerated youth, the Courts shall compensate contractors for up to two rapport-building appointments that take place at the facility. The purpose of the appointment is to allow the Contractor's staff to develop rapport with the youth prior to re-entry. The Contractor shall develop quality assurance documentation that demonstrates that the visit to the facility was performed, and the specified date.
- G.1.5 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- G.1.6 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors (contractors) responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>. Contractor must have a DUNS number for SAM registration.
- G.1.7 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or by phone (866) 973-3131.
- G.1.8 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
  - G.1.8 (a) Name and address of the Contractor,
  - G.1.8 (b) The purchase order number,
  - G.1.8 (c) Invoice date,
  - G.1.8 (d) Invoice number,
  - G.1.8 (e) Name of the Contracting Officer Technical Representative (COTR),
  - G.1.8 (f) COTR email address, and
  - G.1.8 (g) Description, quality, unit of measure, and extended price of the services or supplies actually rendered.

- G.1.9 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.10 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.
- G.1.11 The invoice shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct. The sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to the Courts will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

- G.1.12 Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Courts of the work and final report, and a satisfactory accounting by the Contractor of all the Courts property for which the Contractor had custodial responsibility, the Courts shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Courts will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.
- G.1.13 Upon approval by the COTR, the contractor shall submit invoices with youth names redacted to the IPP Portal. As stated, the Invoice Processing Platform (IPP), is a Secure, Web-based service that more efficiently manages government invoicing from purchase



order (PO) through payment notification, at no charge to federal agencies and their vendors.

G.1.14 Payment Office for IPP Invoice Follow Up Only:

D.C. Courts Office of Budget and Finance  
616 H Street, NW  
Suite 600  
Washington, DC 20001  
[AccountingBranch@dcsc.gov](mailto:AccountingBranch@dcsc.gov)

G.1.15 COTR: Malcolm Woodland, Ph.D.

Family Court Social Services Division  
510 Fourth Street, NW  
Suite 216  
Washington, DC 20001  
[Malcolm.woodland@dcsc.gov](mailto:Malcolm.woodland@dcsc.gov)

**G.2 FINAL INVOICE**

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

G.2.2 The Contractor must complete and submit to the COTR a D.C. Courts Release of Claims form (Attachment J.10) as well as provide a copy of the final electronic invoice.

**G.3 TAX EXEMPT**

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

**G.4 PROMPT PAYMENT ACT**

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

**G.5 BILLING/PAYMENT**

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

**G.6**      **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) calendar days after written notification.

**G.7**      **CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.7.1**      **Contracting Officer**

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

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

**G.7.2**      **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:

Malcolm Woodland, PhD  
Deputy Director  
Family Court Social Services Division  
510 Fourth Street, NW Suite 216  
Washington, DC 20001  
202-508-1736  
[Malcolm.woodland@dcsc.gov](mailto:Malcolm.woodland@dcsc.gov)

**G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

G.8.1 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.8.2 Technical Direction/Relationship with District of Columbia Court

G.8.2 (a) Technical Directions are defined to include:

- Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

G.8.2 (b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- Perform or cause to be performed, inspections necessary in connection with the above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as “Contracting Officer’s Technical Representative “with a copy furnished to the Contracting Officer.
- Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

- Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS: The Contracting Officer's Technical Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Courts. The Contracting Officer's Technical Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.**

- G.8.3 Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations. The Contractor and the Contracting Officer's Technical Representative shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- G.8.4 Failure by the Contractor to report to the Contracting Officer, any action by the Court considered to a change, within the specified twenty (20) calendar days (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.
- G.8.5 **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.**

**[END OF SECTION G]**

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

### **H.1 OTHER CONTRACTORS AND CONSULTANTS**

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 incumbent 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. The Contractor may not access, share or discuss youth case information without explicit authorization from Contracting Officer.

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 DC COURTS' RESPONSIBILITIES**

#### **H.3.1 CSSD BARJ Facilities**

Limited closets and storage areas are available for minor on-site storage of non-hazardous equipment and materials. Locations will be disclosed to the Contractor by the Contracting Officer's Technical Representative at the kickoff meeting. The Contractor may store equipment and materials that are for use under this contract. Use is subject to restrictions identified herein, in the contract clauses, and as necessary to ensure the safety and hygiene of the Courts facilities.

#### H.4 **SECURITY REQUIREMENTS**

The Courts is a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. The Contractor is required to obtain Court clearances for their project team, support staff, and if applicable any subcontractors, and shall obtain permission to work in secure areas. The Courts will notify the Contractor of its requirement for Contractor personnel to obtain a badge for building access and all such requirements as soon as practicable. During the term of the contract, if there are new procedures the Contracting Officer or their representative will notify the Contractor of any new requirements and the Contractor shall satisfy security requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Officers (CSO).

- H.4.1 The Contractor shall maintain a personnel file for each project staff member funded by this contract which shall contain the application for employment, resume, professional and personal references, applicable credentials/certifications, personnel actions including time and attendance records, documentation of all training received, notation of any substantiated professional or other misconduct relating thereto, and reason if terminated from employment. All personnel materials shall be made available to the DC Courts/CSSD upon request.
- H.4.2 **The Contractor shall inform the Contracting Officer's Technical Representative – COTR of any and all staffing changes immediately and shall refrain from assigning paid and/or unpaid staff to work with CSSD youth prior to CSSD approval.**
- H.4.3 The Contractor shall provide orientation/training sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.
- H.4.4 The Contractor shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each activity required under this contract.
- H.4.5 Upon notice of award, selected CSSD Contractors will be required to demonstrate progress toward obtaining background clearances for all youth-serving staff within 10-days (working) of the notice. (Example: Schedule of staff appointments for clearances; receipts with each staff name and date of appointment; copies of staff clearances obtained within the previous 60 days). Upon contract award, and prior to obtaining full clearance, a contractor's staff and/or volunteers shall not work in a 1 on 1 status or unsupervised.

**H.4.6 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR PROVIDERS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

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 (hereinafter, 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.

H.4.7 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Provider shall request traffic records for the following positions:

H.4.8 All positions that come into direct contact with youth

H.4.9 The Contractor shall inform all employees/applicants that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.4.10 The Contractor shall inform all employees/applicants that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.4.11 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

H.4.11 (a) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- Murder, attempted murder, manslaughter, or arson;
- Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
- Burglary;
- Robbery;
- Kidnapping;



- Illegal use or possession of a firearm;
- 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;
- Child abuse or cruelty to children; or
- Unlawful distribution of or possession with intent to distribute a controlled substance;
- Animal Abuse or cruelty to animals

H.4.11 (b) a written acknowledgement stating that the Provider has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.4.12 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.4.13 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes: All individuals providing direct service to the child, including volunteers.

H.4.14 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.4.15 Unless otherwise provided herein, the Contractor shall request National Crime Information Center (NCIC) criminal background checks from the Chief, DC MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.4.16 The Contractor shall request traffic record checks from the Director, DC Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.4.17 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR.

H.4.18 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the DC MPD and DC DMV. The DC Courts shall not make any separate payment for the cost of criminal background and

traffic record checks.

- H.4.19 The Contractor may not make an offer of appointment to, or assign a current employee or applicant to a compensated position contingent upon receipt from the COTR's decision and after his or her assessment of the criminal background or traffic record check.
- H.4.20 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the COTR the decision after his or her assessment of the criminal background or traffic record check.
- H.4.21 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.4.22 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers.

## **H.5 Physical Security**

The Contractor shall safeguard all Court equipment, information and property provided for Contractor use. At the close of each work period, Court facilities, equipment and materials shall be secured.

## **H.6 Key Control**

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Courts are not lost or misplaced and not used by unauthorized persons. No Government issued keys shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan (QCP). Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer (CO) or the COTR. In the event keys are lost or duplicated, it shall be reported within twenty-four (24) hours of discovery. The Court, at its option, may replace the affected lock core(s) or perform re-keying. When the replacement of lock cores or re-keying is performed by the Court, the total cost of re-keying or core replacement shall be deducted from the monthly payment due to the Contractor. In the event a master key is lost or duplicated, all locks and keys for that facility shall be replaced by the Court and the total cost shall be deducted from the monthly payment due to the Contractor. The Court will conduct a semi-annual key inventory.

H.6.1 The Contractor shall prohibit the use of Court issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by employees to permit entrance of person other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO or COTR. The Contractor shall ensure all interior doors and windows are closed and locked after completion of service with the exception of areas occupied by Court personnel. The Contractor shall ensure exterior doors are closed and locked upon completion of service regardless of building occupancy. Exterior doors shall be left unsecure during the Contractor's exit from facility for the removal of trash, cleaning supplies or equipment.

## **H.7 Identification of Contractor Employees**

All contract personnel attending meetings, answering Court telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Court officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractor shall provide each employee with an identification (ID) badge administered by the Courts. Personnel shall wear the ID badge at all times when performing work under this contract. ID badges shall be worn in a conspicuous place except when safety or health reasons prohibit such placement.

## **H.8 Contractor Personnel Conduct**

Contractor personnel conduct shall not reflect discredit upon the Court. The Contractor shall ensure that personnel present a professional appearance. The Contractor's employees shall observe and comply with all Court's policies and procedures concerning ethical behavior, fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that any Contractor employee providing services under this contract conduct themselves and perform services in a professional, respectful, safe, and responsible manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security as requested by the COTR.

H.9 The Contractor shall ensure no Contractor employees conduct political related activities or events.

## **H.10 Incidents and Investigations**

The Contractor and its sub-contractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Court property damage or injury to Court personnel and to cooperate in any resulting safety investigation. The Contractor shall notify (via

telephone) the Contracting Officer, the Contracting Officers Technical Representative, and/or other applicable members within two (2) hours of all mishaps or incidents. The Court personnel that was notified by the Contractor will in-turn notify the Courts' Security Office. Contractor notifications made after duty hours shall also be reported to the appropriate security office. The Contractor and any sub-contractors shall cooperate fully and assist the Court personnel until the investigation is complete.

## **H.11 Mandatory Reporting**

- H.11.1 The Contractor shall ensure that any staff member who receives information concerning, or personally observes, 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, shall 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).
- H.11.2 The Contractor shall ensure that notification is made within (24) hours to the assigned COTR, Probation Officer and the Office of the CSSD Director.
- H.11.3 The Contractor shall ensure the written report shall include, but need not be limited to, the following information if the person making the report knows:
  - H.11.3 (a) The child/children who is the subject of the report
  - H.11.3 (b) Each of the child/children siblings; and
  - H.11.3 (c) Each of the child/children parents or other persons responsible for the child/children's care
  - H.11.4 (d) The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
  - H.11.5 (e) All other information which the person making the report believes may be helpful to establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect;

## **H.12 Contractor Management Responsibility**

- H.12.1 The Contractor's Contract Manager shall be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Contract Manager shall be the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Contract Manager shall be

present at scheduled meetings as requested by the Courts.

### **H.13 Suitability of Contractor Personnel**

- H.13.1 A pre-employment check of each person proposed to be employed for the services required by these specifications shall be made by the Contractor to determine suitability for employment on the basis of such factors as qualifications for the job and personal integrity. Upon request by the Courts, documentation shall be furnished by the Contractor supporting suitability. If information indicating unsuitability of an individual for employment is detected by Court or by the Contractor, such individual must not be employed.
- H.13.2 The employees of the Contractor or its subcontractors who perform work in the Court premises must be cleared by the Department Metropolitan Police Dept. Criminal history background checks for all contractor and subcontractor employees will be submitted and processed by DC Courts at no cost to the Contractor.

### **H.14 DELAY AND/OR SUSPENSION OF WORK**

- H.14.1 The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.
- H.14.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

H.14.2 (a) A claim under this clause shall not be allowed:

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

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

## **H.15      SAFETY PRECAUTIONS**

- H.15.1      The Contractor shall perform all work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.
- H.15.2      The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.
- H.15.3      The Courts its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

## **H.16      USE OF PREMISES**

- H.16.1      The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform under the contract in such a manner as not to interrupt or interfere with the conduct of the Courts. The Courts will make available office spaces and will provide access to all office infrastructure for the contractor to operate.
- H.16.2      Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.
- H.16.3      The Contractor shall use only such entrances to the work area as designated by the COTR.
- H.16.4      Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- H.16.5      Only such portions of the premises as required for proper execution of the contract shall be occupied.
- H.16.6      All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.
- H.16.7      Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.16.8 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

H.16.8 (a) Interference with or disruption of normal activities in the building which is occupied; and

H.16.8 (b) Noises or disturbance.

**H.17 ACCESS TO BUILDING**

H.17.1 Contractor will be given access to all buildings where work will be performed.

H.17.2 Contractor will be given access to buildings only on Monday through Saturday of each week unless otherwise necessary or required as per the contract to obtain access after regular working hours and/or for work on Sunday or holidays.

H.17.3 Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Sunday or Holidays with the COTR.

**H.17 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

H.17.1 The Court's obligation for performance of this contract beyond this current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond this fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**H.18 CONSENT TO SUBCONTRACT**

H.18.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor or consultant without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Courts, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.18.2 The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts that was not part of the proposal.

**H.19**      **SUBCONTRACTS**

- H.19.1      Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Courts.
- H.19.2      The Contractor shall be as fully responsible to the Courts for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- H.19.3      The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- H.19.4      The Courts will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

**H.20**      **PUBLICITY**

- H.20.1      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.

**[END OF SECTION H]**



**PART II**  
**SECTION I - CONTRACT CLAUSES**

**I.1 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO DC COURT CONTRACTS**

The General Provisions Applicable to 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 DISPUTES**

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

**I.4 EXAMINATION OF BOOKS AND RECORDS**

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three (3) 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.5 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.6 PROTEST**

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) calendar days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Louis W. Parker  
Administrative Services Division  
District of Columbia Courts

616 H Street, N.W., Suite 616  
Washington, D.C. 20001

A protest shall include the following:

Name, address and telephone number of the protester;

solicitation or contract number;

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

Request for a ruling by the Contracting Officer; and

Statement as to the form of relief requested.

## **I.7 RIGHTS IN DATA**

- I.7.1 “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 or pricing, or management information.
- I.7.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.7.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means 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, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.7.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.7.5 All data first produced in the performance Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works works, whether published or unpublished. 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 in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.7.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manual and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.7.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
  - I.7.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - I.7.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.7.7 The restricted rights set forth in section I.7.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

## RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ With \_\_\_\_\_ (Contractor's Name);  
and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- I.7.8 In addition to the rights granted in Section I.7.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.7.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.7.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.7, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- I.7.10 For all computer software furnished to the Courts with the rights specified in this section, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.7.5 For all computer software furnished to the Courts with the restricted rights specified in Section I.7.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.7.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability,

including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.7.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.

I.7.13 Paragraphs I.7.5, I.7.6, I.7.7, I.7.11 and I.7.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.8 CANCELLATION CEILING**

I.8.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2020, there shall be a cancellation ceiling of zero dollars representing reasonable reproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

## **I.9 DEBRIEFING**

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.6 above within three (3) calendar days from the date of receipt of the notification of award.

## **I.10 INSURANCE**

### **I.10.1 General Requirements**

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed. 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.**

The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) calendar days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) calendar days prior written notice in the event of non-payment of premium.

#### **I.10.2 Automobile Liability Insurance**

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. The policy shall provide coverage of at least \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

#### **I.10.3 Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

#### **I.10.4 General Liability Insurance**

The Contractor shall provide bodily injury liability insurance coverage of at least \$1 million per occurrence.

#### **I.10.5 Duration**

The Contractor shall carry all required insurance until the contract work is accepted by the Courts and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

#### **I.10.6 Liability**

These are the required minimum insurance limits required by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

#### **I.10.7 Measure of Payment**

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

#### **I.10.8 Notification**

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

#### **I.10.9 Certificates of Insurance**

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kiana Green  
Contract Specialist  
616 H Street, N.W.  
Suite 612  
Washington, DC 20001  
Phone: 202-879-7718  
[Kiana.Green@dcsc.gov](mailto:Kiana.Green@dcsc.gov)

#### **I.10.10 Disclosure of Information**

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

### **I.11 ORDER OF PRECEDENCE**

I.11.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following of precedence:

- (a) Contract Award Document
- (b) DC Courts General Provisions

(c) Contract Attachments

(d) RFP, as amended

(e) Contractor's Proposal

## **I.12 CONTINUITY OF SERVICES**

(a) The Contractor recognizes that the services under this contract are vital to the Courts and must be continued without interruption and that, upon contract expiration, a successor, either the Courts or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

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

(b) The Contractor shall, upon the Contracting Officer's written notice:

(1) furnish phase-in, phase-out services for up to ninety (90) calendar days after this contract expires and

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

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

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

**[END OF SECTION I]**



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**PART III**

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

**SECTION J - LIST OF ATTACHMENTS**

- J.1                    General Provisions Applicable to D.C. Courts Contracts**
- J.2                    Anti-Collusion Statement**
- J.3                    Ethics in Public Contracting**
- J.4                    Non-Discrimination**
- J.5                    Certification of Eligibility**
- J.6                    Tax Certification Affidavit**
- J.7                    Certification Regarding a Drug-Free Workplace**
- J.8                    Past Performance Evaluation Form**
- J.9                    Supplier Request Form**
- J.10                  District of Columbia Courts Release of Claims**
- J.11                  Court Social Services Division Business Casual Dress Code**

**[END OF SECTION J]**

**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 the Contractor directly engaged in the performance of work under a Court 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 thirty (30) calendar days after contract award (unless a longer period is agreed to in writing), for contracts of thirty (30) calendar days or more performance duration, or as soon as possible for contract of less than thirty (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 five (5) calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within ten (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 thirty (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 the above subparagraphs K.1.2.1 through K.1.2.7 of this provision.
- K.1.2.9 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.1.2.10 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.1.2.11 In addition to other remedies available to the Court, 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.1.2.12 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

_____	_____
Print Name of Authorized Representative	Title

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

**[END OF SECTION K]**

**PART V  
REPRESENTATIONS AND INSTRUCTIONS**

**- 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 an electronic version (PDF format) including a completed technical and price proposal by email to the contract specialist.**

*Solicitation Number: DCSC-20-RFP-73*

*Caption: CSEC HOPE Mentoring and Specialized Services Project*

*Proposal Due Date & Time: July 2, 2020 by 2:00 pm EST*

**L.1.3            CONFIDENTIALITY OF SUBMITTED INFORMATION**

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

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

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

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

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

L.1.4 **Offerors shall submit Proposals electronically.**

L.1.4.1 **Offerors must submit their proposals electronically to the following e-mail address:**

Kiana Green  
Phone: 202-879-7718  
[Kiana.Green@dcsc.gov](mailto:Kiana.Green@dcsc.gov)

**L.2 PROPOSAL INFORMATION AND FORMAT**

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

L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **PROPOSAL SHALL BE PREPARED IN TWO VOLUMES. EACH OFFEROR SHALL SUBMIT AN ELECTRONIC VERSION (PDF FORMAT) OF THEIR COMPLETED TECHNICAL AND PRICE PROPOSALS BY EMAIL TO THE CONTRACT SPECIALIST.**

L.2.3 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C and all other incorporated solicitation documents.

L.2.4 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.3 VOLUME I - TECHNICAL PROPOSAL**

L.3.1 No pricing information is to be included in Volume I - Technical Proposal.

L.3.1.1 The technical proposal shall comprise of the following tabs:

<b>TAB</b>	<b>SECTION</b>
A	GENERAL INFORMATION
B	TECHNICAL APPROACH
C	UTILIZATION OF BEST PRACTICES/EVIDENCE-BASED INFO IN DIRECT SERVICES, MENTORING, AND ENGAGEMENT AND TRAINING SERVICES
D	EXPERIENCE/CREDENTIALS/RESUMES
E	PERFORMANCE
F	QUALITY ASSURANCE PLAN

L.3.1.2

In this section (Tab A) of the proposal, the Offeror shall provide a brief description of its organization to include:

1. Brief history of the Company;
2. Name, Address, Telephone Number and DUNS and Federal ID Numbers of the Offeror;
3. If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements; and
4. Name, Address, email and current phone number of Offeror 's points of contact.
5. A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements. Documentary evidence should also be provided to show that the Offeror is current in its tax obligation to the District of Columbia.
6. Include the following disclosure information:
  - (i) Disclosure details of any legal action or litigation past or pending against the offeror;
  - (ii) 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

**L.3.1.3 Volume I - Tab B - Technical Approach (See Section M.2)**

The Offeror shall provide a **comprehensive work plan to accomplish the work described in Section "C"-Description/Specifications/Statement of Work.**

Tab A: Identify proposed model or evidenced based practices and organizations capacity

1. Overall understanding of the RFP requirements.
2. The Feasibility of the proposed approach and the method of which implementation, including tasks, timeline, and management, accountability and expected deliverables.
3. A comprehensive list of project tasks and deliverables.
4. Clearly defined project responsibilities and accountability.
5. Completeness in the understanding and description of the utilization of Evidence-Based Practice or Best Practice proposed by the Contractor in all services.
6. Complete organizational chart/structure showing individuals who will be responsible for the delivery of the services specified in the solicitation.
7. Although completing all the elements of the RFP is not required by individual applicants, growing internal services, interagency collaboration, and/or subcontracting to fully achieve the objectives of the RFP is highly encouraged and should be outlined as part of the proposed approach and organizational chart.

Tab B: Staffing Capability

1. The Offeror's overall organization and proposed staffing, as a team, shall demonstrate, at a minimum, relevant prior experience with projects which are similar in size, scope and value. Address at a minimum, the project description, size, value, and contact information for each project.

2. Resumes of proposed staff who will serve as points of contact for any component of this project and will interact with the Courts management. At a minimum, resumes shall include the name, title, proposed role, references, certifications, licenses, education, relevant experience (highlight similar projects completed by individual team members), and history with the organization (if any).
3. Proposed Number of Staff to implement the proposed objectives included in the Program Description and Implementation (see Section C.2.0).
4. Proposed design and description of the programs ability to match mentors and youth based on the youth's needs and interests and a mentor's experiences, skills, and interests.

Tab C: Utilization of Best Practices/Evidence-based Info in Direct Services, Mentoring, and Engagement and Training Services

Practice/Program Description demonstrates an understanding of the requirements and includes the following components:

1. Programming that reflects the evidence-based or best practice models of mentoring.
2. Programming that considers best or effective practices in youth development and CSEC Mentoring.
3. Programming that incorporates instruction and the promotion of protective factors that can assist youth with their development.
4. Programming that provides “voice” and “choice” to youth and acknowledges the unique needs of each youth and empowers youth to make healthy choices.
5. Programming that promotes healthy relationships and expands a youth's network of positive supports.
6. Programming that aims to increase a youth's self-esteem and self-efficacy.
7. Programming that promotes the competency and skill development of youth to aide in their development.
8. Programming that commits to intentionally providing inclusive, affirming, and safe mentoring services for all youth including LGBTQ+ youth.

9. Programming that includes structured activities that are the result of planning and curriculum development conducted by CSEC Mentoring participant(s) and contractors. Research underscores that providing this type of structured support to the individual mentor and youth is associated with improved outcomes.

Tab D- Experience/Credentials/Resumes

Tab E – Past Performance (See Section M.2)

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

1. 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:
2. Three (3) references to include information about any previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each reference shall be submitted on the Past Performance Evaluation Form (Attachment J.8) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.**
3. Past Performance Evaluation Form (Attachment J.8) will be used to query previous customers regarding Offerors past performance in providing services. 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, and timeliness of performance, cost control business relations and customer satisfaction.
4. Past performance information will be used for responsibility determination. DC 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.
5. DC 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.

Tab F: Quality Assurance Plan

1. The plan shall include an identified monitoring system covering all the services, and methods for identifying and preventing deficiencies in the quality of services.
2. The plan will prevent fraudulent billing for services and outline how the contractor will rectify the matter, if internal or external (court) audits determine that billing may be fraudulent.

**Volume II – Price Proposal**

L.4.1 The price proposal shall be evaluated by the price proposal evaluation standards outlined in Section M.3., “Price Proposal Evaluation,” and should be comprised of the following tabs:

<b>Tab A</b>	<b>Price Information (See Section B.9 and G.1)</b>
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L.4.2 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.5 RESERVED**

**L.6 Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals**

L.6.1 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 DC Court 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.6.1.1 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.6.1.2 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 DC Court after receipt; or

L.6.1.3 The proposal is the only proposal received.

L.6.1.4 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.6.1.5 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.6.1.6 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.6.1.7 A late proposal, late modification or late withdrawal of offeror 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.7 Questions**

- L.7.1 Questions concerning this Request for Proposal must be directed by **e-mail** to:

Kiana Green  
616 H Street, N.W.  
Suite 612  
Washington, DC 20001  
Phone: 202-879-7718  
[Kiana.Green@dcsc.gov](mailto:Kiana.Green@dcsc.gov)

- L.7.2 **Any prospective Offeror with questions, desiring an explanation or interpretation of this solicitation must request it by email no later than, June 17, 2020 by 12:00 p.m., (EST).** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.7.1. 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.8 Changes to the RFP**

- L.8.1 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.9 Contract Award**

L.9.1 The Courts intend to make one or more awards to the responsible Offerors whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.9.2 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.10 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.11 Cancellation of Award**

L.11.1 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.12 Official Offer**

L.12.1 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.13 Certifications, Affidavits and Other Submissions**

L.13.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachments: 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 of a Drug-Free Workplace, J.8-Past Performance Form, and J.9 Supplier Request Form).

**L.14 Retention of Proposals**

L.14.1 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.15 Public Disclosure under FOIA**

L.15.1 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 not be sufficient.

**L.16 Examination of Solicitation**

L.16.1 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.17 Acknowledgment of Amendments**

L.17.1 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.18 Right to Reject Proposals**

L.18.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

**L.19 Proposal Preparation Costs**

L.19.1 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.20 Prime Contractor's Responsibilities**

L.20.1 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.20.2 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.21 Failure to Respond to Solicitation**

L.21.1 In the event that a prospective Offeror does not submit an offer in response to the solicitation, the prospective Offeror 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.22 Signing Offers and Certifications**

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



Failure to do so may result in the offer being rejected.

**L.23 Errors in Offers**

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

**L.24 Authorized Negotiators**

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

**L.25 Acceptance Period**

The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it's 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.

**[End of Section L]**

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## SECTION M - EVALUATION FACTORS

### M.1 **EVALUATION FOR AWARD**

The Courts intend to make multiple awards to the responsible firms whose proposals represent the best value to the Courts for the direct services and mentoring services and one award for engagement and training services. The evaluation 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 evaluation factors set forth below shall be used to evaluate each proposal. The maximum points for technical evaluation are 100 total points. The criteria for evaluating the proposals and their respective points are as follows:

<b>ITEM No.</b>	<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
M.2.1	Technical Approach	0-30
M.2.2	Staffing Capability	0-20
M.2.3	Utilization of Best Practices/Evidence-based practice in Direct Services, Mentoring, and Engagement and Training Services	0-30
M.2.4	Past Performance	0-10
M.2.5	Quality Assurance Plan	0-10
	<b>TOTAL</b>	100

### 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. Are the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- c. Are the proposed prices for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed prices for installing hardware and software comparable to competitor's prices under this solicitation?
- e. Are the proposed prices for warranty and customer support comparable to competitors' 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.4.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

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

M.4.2 The DC 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 DC 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 DC Court's Contracting Officer shall determine the offeror to be nonresponsible.