

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

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

**DATE ISSUED:** June 2, 2021

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

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

**CLOSING DATE:** July 1, 2021

**CLOSING TIME:** 2:00 P.M. EST

**SOLICITATION NUMBER:** DCSC-21-RFP-59

**OFFER/BID FOR:** CSSD BARJ Drop-In Center & Community Based Tutorial/Educational 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.	
<b>OFFEROR</b>	Name and title of Person Authorized to Sign Offer: (Type or Print)
Name:	
Street:	Signature
City, State:	Date:
Zip Code:	(Seal)
Area Code & Telephone Number:	Impress Corporate Seal
	Corporate (Seal) (Secretary) _____ (Attest)

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

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

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Kiana Green Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov).

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

**Questions and Explanation to Prospective Offerors:**

The prospective Offerors shall submit questions no later than 1:00 p.m., EST on Monday, June 14, 2021. The Courts will not consider any questions received after 1:00 p.m., EST, Monday, June 14, 2021. Written questions and inquiries should be submitted by email to Kiana Green, Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov).

The Courts will post all amendments and responses to offerors questions in the DC Courts Website at <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

**Proposal Submission and Identification. (See section L for more information)**

Proposals shall be submitted **BY EMAIL** to Kiana Green, Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov). no later than 2:00 p.m. EST, on Thursday, July 1, 2021. The offeror's "Subject" email shall indicate:

***Proposal for Solicitation Number:*** DCSC-21-RP-59 CSSD BARJ Drop-In Center & Community Based Tutorial/Educational Services

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

**1. ACKNOWLEDGMENT OF AMENDMENTS**

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

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

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

**2. WALSH-HEALY ACT**

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

(a) Regular Dealer

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

(b) Manufacturer

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

**3. BUY AMERICAN CERTIFICATION**

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

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EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN
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**4. OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- \_\_\_ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
  
- \_\_\_ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

**5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

\_\_\_\_\_  
(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. TYPE OF BUSINESS ORGANIZATION**

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

**5. PAYMENT IDENTIFICATION NO.**

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

Please list below applicable Contractor 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 Court Social Services Division (CSSD) of the District of Columbia Courts has identified a need for a qualified Contractor to provide Balanced and Restorative Justice (BARJ) Drop-in Center Based Community-Based Tutoring/Educational Services to youth under the supervision of CSSD. This contract request is for individual and group tutoring services that will be based at BARJ Drop-In Centers, other CSSD identified sites and/or community locations. The D.C. Courts is seeking proposals for the purchase of BARJ Drop-In Center Based and/or Community-Based Tutoring/Educational Services aimed at providing academic intervention to court involved youth at risk for juvenile delinquency, substance abuse, truancy, running away, academic failure, mental health and child welfare involvement. These youth may also be dually jacketed with the Department of Youth Rehabilitative Services (DYRS), the Child and Family Services Agency (CFSA), Pre-Trial Services Agency (PSA) and/or Court Services and Offender Supervision Agency (CSOSA). The goal of this contract is to build academic and developmental competencies for youth under the supervision of the CSSD. In so doing, targeted youth will assume a responsible outlook toward citizenship, thereby assisting efforts to build stronger neighborhoods and communities. The initial contract(s) for the prescribed scope/statement of work shall be for a period of one year. **The DC Courts expects to award multiple contract awards for this solicitation. Each Contract is expected to serve approximately one hundred (100) or more youth per year, with a minimum guarantee of at least eight (8) youth per year.**
- B.2 The offeror shall submit a price for the for the services specified below and respond in accordance with the compensation rates under section B.3, Contract Price and Section C, Scope of Services, of this Request For Proposals (RFP).

B.3 **CONTRACT PRICE:** (see sections C.11.1, C.15, and C.1.6.7)

**The Contractor shall be compensated based on the following rates for the Base year and Option Years of the contract:**

<b>Aggregate Award Group I - Tutoring/Educational Services - Community</b>			
<b>TUTORING/EDUCATIONAL SERVICES</b>	<b>Evidenced-Based Practice EBP</b>	<b>Best Practice</b>	
Standing Service(s)			
Individual (Per hour/per youth)	\$80.00	\$72.00	
Group (Per hour/per youth)	\$56.00 (\$80.00 x 70% = \$56.00)	\$50.40 (\$72.00 x 70% = \$50.40)	
<b>Aggregate Award Group II - Tutoring/Educational Services - (BARJ Center(s))</b>			
<b>TUTORING/EDUCATION SERVICES*</b>	<b>Evidenced-Based Practice EBP</b>	<b>Best Practice</b>	
CSSD Satellite Location(s)			
Individual (Per hour/per youth)	\$64.00 (\$80.00 - 20% = \$64.00)	\$57.60 (\$72.00 - 20% = \$57.40)	
Group (Per hour/per youth)	\$44.80 (\$56.00 - 20% = \$44.80)	\$40.32 (\$50.40 - 20% = \$40.32)	
Any and all tutoring services for durations of time exceeding two (2) hours will require advance approval from the Contract Monitoring, Data and Financial Analysis (COMDAF) Team.			
*The DC Courts has reduced unit prices in this solicitation by twenty (20%) to offset the cost of utilizing the DC Courts BARJ Drop-In Centers and other facilities as the service provision location. This includes face-to-face and/or virtual contacts. (Virtual contacts are subject to the approval of the COTR or his/her designee).			

**All Applicants are required to describe and utilize an Evidence-Based or Best Practice in the service delivery to young people.**

In this solicitation, the approved tutoring service in CSSD BARJ and building locations has unit prices reduced by twenty (20%) from community tutoring rates at independent facilities. This reflects the value of utilizing the DC Courts BARJ Drop-in facilities when providing services at



CSSD and DC Courts locations.

**Full Day Tutoring/Educational Services (Alternative to Suspension Initiative)**

<b>Full Day Tutoring Services</b>	<b>Evidenced-Based Practice</b>	<b>Best Practice</b>	
<b>Individual (Per Youth/Per Day)</b>	<b>\$64.00 x 6 hrs. = \$384.00</b>	<b>\$57.60 x 6 hrs. = \$268.80</b>	
<b>Group (Per Youth/Per Day)</b>	<b>\$44.80 x 6 hrs. = \$268.80</b>	<b>\$40.32 x 6 hrs. = \$241.92</b>	
<b>* Full Day Tutoring session shall last a minimum of 6 hours 9:00am – 3:30pm which includes a 30 minute lunch break</b>			

**B.4 BACKGROUND/GENERAL**

This Statement of Work (SOW) is issued by the District of Columbia (D.C.) Courts, Family Court, Social Services Division (CSSD). The Court Social Services Division (CSSD) has identified a need for qualified Contractors to provide individual and group **Tutoring and Academic Training Services** to youth under the supervision of CSSD at CSSD **BARJ** locations and in the community. Many of our CSSD youth encounter life and emotional challenges which is why D.C. Courts is seeking proactive competency proposals for the purchase of **Tutoring Services** aimed at providing interventions through development of proactive academic skill competency and enhancement of educational opportunities for court-involved youth who are at-risk for juvenile delinquency, substance abuse, truancy and academic challenges/concerns, mental health and child welfare involvement.

The Family Court Social Services Division (CSSD) is the District’s juvenile probation agency. CSSD is responsible for serving and supervising juveniles involved in the “front-end” of the District’s juvenile justice system. Those juveniles include all newly arrested youth entering the Court system in juvenile delinquency cases, Persons In Need of Supervision (PINS) cases, probation and diversion matters. CSSD currently has an average of 550 to about 750 juveniles under its supervision.

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 or PINS (truancy/runaway matters) cases through the provision of comprehensive services and probation supervision with an eye toward public safety to prevent recidivism and protect the community. CSSD is responsible for all youth involved in DC’s juvenile justice system that are pre-disposition, post-trial, or are facing probation revocation post disposition sentencing and who are dually jacketed to the Department of Youth Rehabilitation Services (DYRS) and CSSD. The CSSD focuses on the strengths, and needs of the youth within the context of his/her family. To ensure public safety and address the needs of District youth under pretrial and/or probation supervision, the CSSD seeks to enhance its therapeutic service delivery, supervision, and interventions with new innovations.

Youth involved in the Family Court are awaiting disposition by way of juvenile crime Status

Offenders, or PINS. CSSD youth may have cognitive and intellectual challenges, ADHD, emotional dis-regulation disorders. These youth are pre-trial, post-trial, or are facing probation revocation, post-disposition and they are able to take advantage of a number of positive, pro-social activities including but not limited to Creative Arts, Expressive Music & Vocational Training, educational enrichment, delinquency prevention supports, recreation and culturally enriching leisure time activities. The contractor will outline positive reinforcement strategies with CSSD to incentivize program participation. The successful tutoring program will utilize clear, realistic benchmark targets, short-term as well as long-term goals with tangible attainments that are meaningful to the youth and gauge their participation, course work matriculation, positive peer to peer interaction and academic progress.

Tutoring programs should work to build young people's skills in problem solving, communication, teamwork and reflection, perseverance, resilience and conflict resolution. Course work must be relevant to the emerging workforce and the enrolled CSSD youth. Contractors must gauge and track the participation and progress of each youth over the period of instruction as well as document specific efforts and activities during each tutoring session. .

The successful contractor will learn, understand, and implement the positive CSSD reinforcement strategies for program participation. The contractor will provide youth names and evidence of progress so the youth may attain CSSD reward incentives that are established to stay crime and trouble free and for fully participating in the academic service programs. The successful academic instructional program will work with the probation officer to develop and utilize clear, realistic, educational benchmark targets as well as short-term and long-term academic goals with tangible attainments that are meaningful to the youth. The successful contractor shall access the DCPS of other DC School curriculum and the instructional lessons platforms which provide weekly and daily instructional topics, academic exercises, and resource materials through online portals (if available) that are accessible through youth password sign-in or through a provided administrative log in.

The DC Courts is committed to contracting for high quality academic instructional services, especially those that provide academic enrichment, and seek to create connections with the curriculum and instruction offered by DC Public Schools and DC Charter Schools during traditional school hours. It is crucial that the successful Contractors' program supplements school day programming by using creative and relevant ways of learning that promote cognitive exploration and growth in order to accent or complete the topics and assignments provided in the DCPS online curriculum. Such programs should be designed to not only promote mastery of core skills, but help youth to integrate them through the practical and engaging use of real-world skill applications and work skill intersections. Successful Contractors' programs should work to build young people's cognitive skills in personal resilience, problem solving, memory building, communication, teamwork, reflection, perseverance and persistence when faced with challenges, as well as conflict resolution. The primary goal of the services, however should be to provide credit toward youths' DCPS and DC Charter School credits such that the work they accomplish with the Contractors' tutor can provide completion credit for the classes they attend on a daily basis.

### **WHAT TUTORING IS**

The most effective tutoring is scientifically proven direct instruction by qualified and certified instructors in one-to-one or small group settings for any academic subject that increases a youth's understanding of the presented topics or concepts. Tutoring utilizes a wide variety of instructional approaches that bridge the youth to a new place of understanding by building on a youth's known concepts. The instructor/tutor constantly explores the youths' points of understanding and determines the best path to help the youth understand new points of knowledge. These new knowledge points should be those established by the DCPS online curriculum. Tutoring is a measured instructional process that tracks student progress and consistently compares student current performance to performance demonstrated before the provision of educational services.- Tutoring provides ancillary support to DCPS classroom instruction. The goal of tutoring is to give youth the instructional support required to keep pace with peers and the DCPS academic plan requirements. It is an established academic intervention process that adapts the material and instructional approach to an effective methodology that reaches the youth where they are and moves the youth from one point of knowledge to another on benchmark measurements established by the DCPS online curriculum.

In this tutoring program, the tutors will follow the DCPS Curriculum and provide instruction according to the academic calendar of material delineated by the DCPS online portals for each enrolled and tutored youth/student.

### **WHAT TUTORING IS NOT**

Tutoring is not random reading of newspapers or other materials without structured purpose and recordation of learned concepts, word lists, word and passage comprehension. Tutoring is not repetition of facts and concepts previously known by the youth. Tutoring is not instructional support being provided by non-certified individuals who have no specific instructional training experience or teacher certification. Tutoring is not instructional methodology of any kind absent documentation and more effectively having scientifically established processes for measurement and recordation of efforts and results. Tutoring is not requiring the youth to accommodate to the methods provided.

#### **B.5 Type of contract.**

This is a labor hour with fixed hourly rate contract plus reimbursement for obtaining the insurance coverage as required by Clause I.11 of the solicitation. The fixed hourly rate(s) shall include wages, overhead, general, and administrative expenses, and profit. The Contractor shall be reimbursed for the actual cost for complying with the insurance requirements specified in CLAUSE I.11 of the solicitation. The Contractor must submit to the Court proof of payment for obtaining the insurance coverage as required by Clause I.11 of the solicitation and the Certificate of Insurance (COI) to be reimbursed by the Court.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

- C.1.1 The Contractor and sub-contractors shall have extensive expertise in working with at-risk adolescents who have experienced significant life trauma such as deaths of close friends and relatives, homelessness, hunger, physical and/or verbal abuse, and they may present with a wide array of emotional dis-regulation, learning disabilities, attention deficit disorders, cognitive impairments, combinations of the above or other patterns of dysfunction that may be challenging when compared to a normative youth population. The successful Contractor and subcontractors shall develop a Tutoring Program to provide services for between one (1) and Fifty (50) court-involved youth on a monthly basis who are at-risk of further court involvement for juvenile delinquency, substance abuse, truancy, running away, academic failure patterns, mental health challenges, and child welfare involvement. The Contractor shall offer group, and individual tutoring activities at BARJ Drop-In Centers and other CSSD approved locations. The academic programming provided must be designed to mirror and implement the DCPS online curriculum to increase the youth's academic level, build skills for achievement, enhance a youth's connection to and attendance in school. The successful academic program will increase youths' motivation to benefit from attending school and fully participating in the classroom. The Contractor shall identify needs and process steps utilizing the following:
- C.1.1.1 Review school records for grade placement level and also conduct initial academic assessments to determine the youth's functional academic level within 30 days of youth assignment.
  - C.1.1.2 Through collaboration with the probation officer of record, parent interview, and standardized assessment results the Contractor and sub-contractor shall determine the youth's areas of greatest academic strength and challenge.
  - C.1.1.3 Determine the current DC Common Core standards and academic plan being focused on at the youth's individual school by accessing the DCPS Online portal for the given youth's classes.
  - C.1.1.4 Set challenging but realistic goals that compliment DCPS's academic curriculum instructional strategies, assignments, and DCPS provided resources.
  - C.1.1.5 Develop and document measurable, step by step, short-term objectives that complement the DCPS or Charter school academic plans.
  - C.1.1.6 Evaluate and document each youth's progress after each activity and on a weekly and monthly basis.
- The Contractor shall provide instructional programming that offers the following:
- C.1.1.7 Academic programming activities that include opportunities to expand comprehension, build skill mastery and increase their ability to analyze, and evaluate assigned educational materials.

- C.1.1.8 Instructional Programming that intentionally aligns activities to DC Public Schools' Learning Standards and connects academic skills to school and life learning.
- C.1.1.9 RESERVED.
- C.1.1.10 Programming that provides opportunities for youth to become competent and thoughtful speakers and listeners.
- C.1.1.11 Programming that provide opportunities for youth to develop scientific reasoning, cognitive processing, memory skills and solution skills building.
- C.1.1.12 Programming that provides opportunities for youth to connect social studies/ historical events and ideas to their current lives, changing surroundings and visions of the future.
- C.1.1.13 Programming that encourages youth to express themselves creatively and to appreciate creative expression in various forms- (Ex.RAP and other genres of music and video programming) .
- C.1.1.14 Programming that provides opportunities for youth to develop technology skills to explore and express ideas, exchange information, solve problems and derive meaning.
- C.1.2 A referred youth shall receive individual or group tutoring services at the direction of the CSSD, and not the Contractor. The length of time of the services per youth is determined by the CSSD, and will be determined based upon the youth's identified needs, and the youth's legal status. Any extension of service or other change in services must be approved in writing by the probation officer of record, and forwarded to COMDAF.
- C.1.3 For the purpose of this Contract, eligible youth are defined as persons under the age of twenty (20) years old who are under the supervision of CSSD as described above in C.1.1.
- C.1.4 Due to the vulnerable nature of the youth population, and potential issues of program liability, the proposed program design must ensure the safety and general well-being of youth in all settings 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.1.5 The contract shall be based on evidence-based, or best practice methodologies. The contractor shall delineate each youth's needs and propose process steps for intervention according to the level of instructional services they have to offer (B.3). With the Probation Officer (PO) of record's consultation, the initial evaluation findings shall

direct planning of instructional strategies in the youth's tutoring program, but the strategies proposed shall also allow for methodology that leaves room for individual adaptation. This adjustment to youths' need, and monitoring of progress shall maximize the success and progress of each youth. The program and process steps may be based on utilization of traditional instructional methods, but the program provided may also offer a full range of alternative methods such as multi-modal or hands-on learning, online and computer based learning programs. Tutoring for this contract will only take place in CSSD Satellite BARJ Drop-In Centers or CSSD approved locations. Tutoring under this contract will take place according to the needs of the youth at each location site. Unless participating in the Full Day-Alternative to Suspension program, services may only be provided after school hours and on weekends. The CSSD BARJ Drop-In Center locations are throughout Washington DC. Addresses of BARJ location will be in an appendix in this solicitation.

C.1.5.1 At one or more of the CSSD Drop-In Center BARJ locations, full day tutoring services may be required by the contractor to support Alternative Day Education/Suspension Programming Services for youth who have been suspended from school and meet certain criteria. This full day tutoring component may be spontaneously assigned and is an expectation of this contract.

C.1.5.2 In all evidenced based tutoring in the BARJ the expectation is that the tutor will direct their greatest focus on completing work on the youth's DCPS curriculum through the online portal. Access to this portal may be provided through the courts to each Contractor and online access will also be available for each specific youth if they know their log in information. There may be "teacher level" access to the portal as well and the DCPS curriculum is arranged to show what work is being done down to any specific day in the school calendar. Youth enrolled in charter schools can complete work on the DCPS curriculum until we gain access to each charter school site's academic curriculum. Assistance to access the DCPS online portal may be requested through the COTR if there is any difficulty in this access process. Additional learning intervention strategies can be utilized that assist youth in the development of cognitive processing skills such as visual discrimination, auditory processing, sequencing, sorting according to Venn diagram set and subset delineations, short and long term auditory and visual memory recall, concrete to abstract figure ground problems and solutions, fine motor coordination in terms of writing legibility, vocabulary development, and other cognitively assessed categories such as general knowledge and relationship bridges between unlike concepts or objects.

C.1.6 The Contractor will provide laptops or desktops for a program which satisfies the expectations delineated above and accomplishes the following objectives:

C.1.6.1 Reinforce the District of Columbia Public School's State Education Learning Standards. (Note: Public Chartered Schools are agents of the DCPS).

C.1.6.2 Structure a program that will promote, recover and build the resilience of youth

involved in the DC Superior Court-Court Social Services Division.

- C.1.6.3 The Contractor shall delineate the collaborative efforts of skilled instructional personnel and trained teachers who will perform the direct instruction.
- C.1.6.4 Place an emphasis on maintaining a balance between instructive/prescriptive academic educational services that tailor learning sessions to each youth's existing coursework obligations with their respective schools.
- C.1.6.5 Complete academic assessments that will provide a detailed academic profile and educational service plan and which details each youth's academic strengths and needs, as well as immediate educational goals and objectives.
- C.1.6.6 Design a program that will meet each youth's academic needs in individual and or small group settings which can be measured across academic semesters and result in matriculation to the next grade.
- C.1.6.7 Provide individual, or group educational services (a maximum of six (6) youth for groups. All service durations will be determined by the CSSD. Typically, BARJ Based services will be provided during weekdays or as designated by CSSD for a minimum one and one-half hours (1.5) to two hours (2) per session. Educationally based activities will be acceptable on Saturdays at the CSSD/BARJ Drop-In Center location or in the community with approval of -the unit SPO and COTR.
- C.1.6.8 The contractor shall strengthen the relationship between youth/parent and the educational setting that the participating youth is assigned such that the youth's attendance and participation improves in their classes.
- C.1.6.9 The contractor shall emphasize how youth might utilize their academic skill sets to advance in life and prevent additional acts of delinquency.
- C.1.6.10 For the purpose of this solicitation, tutoring program design(s) must support a structured relationship between an adult who is qualified as an academic instructor by one or more Washington DC area school systems and the youth.
- C.1.7 RESERVED.
- C.1.8 RESERVED.
- C.1.9 TUTORING PROGRAMS FALL INTO ONE OR MORE OF THE FOLLOWING CATEGORIES:
- C.1.9.1 **Group Tutoring** programs involve one qualified adult instructor tutoring a group of up to six (6) youth. The tutor must constantly monitor the effectiveness of this instructional setting with each of the youth to ensure sustained academic progress. When the curriculum is available, the Contractor must be able to proficiently access the DCPS online portal for curriculum materials, assignments, and dates of relevant coursework such that each youth in a group setting can work on their individual academic responsibilities through their/an online portal to the DCPS online curriculum.
- C.1.9.2 **One-to-One Tutoring** programs involve one adult tutoring one young person. The

one-to-one tutoring can be very effective in allowing a youth the attention and freedom to share their lack of understanding and questions.

- C.1.9.3 The purpose of tutoring is to provide youth with the necessary instructional methods that are effective for the youth to make academic progress and enjoy the learning process. Successful Contractors shall provide competent staff and programs that will recognize youths' learning blocks and address any factors that cause a youth to fail to learn and become frustrated in their academic efforts. The Contractor's proposal shall include any planned academic intervention programs, computerized and online learning programs, conceptual activities for hands on learning, and multi modal methods that will be utilized or considered as a component of the program design. The Contractor shall design and describe their program's ability to match youth based on their academic levels, special needs, and academic interests with a tutor's experiences, skills and qualifications. The contractor shall enhance the instructional process with educational activities which challenge intellect.

The Contractor shall provide one or more of the above described services and deliverable(s) as follows:

**C.10 EXAMPLES OF OUTPUTS-Include, but are not limited to:**

- C.10.1 Weekly activity reports to CSSD PO and CSSD Contract Monitoring, Data and Financial Analysis Unit (COMDAF) or within 48 hours of a request clearly outlining individual and group activities.
- C.10.2 Initial assessment reports showing the youth's strengths and needs within three (3) days of assignment.
- C.10.3 Monthly reports of school contacts and tracking/matching of DCPS Common Core Standards and Academic Plans and how they are being followed with tutoring services.
- C.10.4 Comprehensive academic charting that provides before, during and after profiles of educational service plan achievements.
- C.10.5 Daily activity reports to the probation officer of record. Weekly and Monthly progress reports to Probation Officers of record, Supervisory Probation Officers of record, Unit Deputy Clerks as directed and the COTR/COMDAF office.
- C.10.6 Anecdotal support materials and other tangible records that give evidence of instructional efforts must be provided in the weekly and monthly reports.
- C.10.7 When given due notice, the Contractor will conduct an end of service assessment which identifies youth's acquired knowledge and gages youth's academic strengths and needs.
- C.10.8 Number of youth referrals and hours receiving individual or group services
- C.10.9 Number of youth attending tutoring sessions
- C.10.10 Average number of contact hours between individual youth and tutor
- C.10.11 Total number of contact hours
- C.10.12 Total hours of tutoring utilized and total remaining



**C.11 EXAMPLES OF OUTCOMES- Include, but are not limited to:**

- C.11.1 Coordinating the provision of specified services at the location identified by the Court Social Services Division-CSSD. Services shall be provided at CSSD BARJ Drop-In Centers, or community service activities as assigned at various CSSD specified locations agreed to within various wards throughout the city. Services will be for the duration of time as established by the SPO, COTR and COMDAF office.
- C.11.2 Increase in youths' overall academic progress with emphasis on improvement in the core subjects of English (reading and writing), history, science and mathematics. Also provision of -competent instruction and progress in specialty courses such as, but not limited, to foreign languages.
- C.11.3 Increase in youths' school and class attendance and participation
- C.11.4 Increased youth participation in school activities and school requirements
- C.11.5 Increased youth progress on the District of Columbia Public School's Common Core
- C.11.6 An academic plan consistent with the Contractor's identified and selected B.3 level of academic service. When available, the Contractor will also be proficient in accessing the DCPS online portal for curriculum materials, assignments, and dates of relevant coursework.
- C.11.7 Improved relationships between youth and parent/guardian with the educational setting the youth is attending

**C.12 PROGRAM DESCRIPTION AND IMPLEMENTATION**

- C.12.1 Contractor shall submit a staff capacity and assignment report weekly, monthly and also as requested. Describe your number of available staff and their capacity to accommodate referrals.  
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). Please discuss your process for acceptance of new referrals and meeting the expected time of forty-eight (48) hours for tutorial services to begin.
- C.12.2 Describe your program in terms of location, length of sessions, frequency, academic intervention strategies and processes, and any other elements that best explain your program model according to the B.3 levels of service description.
- C.12.3 Describe the relationship between the tutor and youth and the instructional activities. Include how these academic activities will specifically help youth to achieve academic progress in the various core academic courses, but also for specialty coursework in high school subjects such as English, Physics, Geometry, Chemistry, and Trigonometry and foreign language.(Refer to Section C.22)
- C.12.4 Describe your process to identify, screen, select, and monitor tutors, (approved staff and approved volunteers) and monitor academic intervention sessions.
- C.12.5 Describe both the initial and ongoing training that is provided to tutors to develop, support and maintain effective and appropriate tutoring relationships. Please detail training content, length of time, and the experts engaged.
- C.12.6 Explain how you minimize tutor staff turnover. Include how you manage the process

- to ensure continuity of services to youth when the tutor relationship terminates early or unexpectedly.
- C.12.7 Describe the process used to supervise, support, verify the instructional efforts, and report intervention services provided by the tutor.
- C.12.8 The Contractor is responsible for providing all class materials, assessment materials, and other instructional support materials such as computers, computer-based programs and any required licenses, internet service (for on and off site locations) and other communication services (Note: Court WIFI has firewalls that prevent access to most if not all online programming so in those circumstances independent hot spots are required from the contractor.) Please Note: access to the DCPS online portal may be made available to the courts and should be utilized as a first line of academic instruction. This online portal access by DCPS provides each student with log in access but DCPS also may provide CSSD with instructor level access for utilization in the instructional efforts for CSSD youth.
- C.13 All communications and efforts to engage youth and/or their families must be documented and included in all reporting. These efforts should be included in each activity report to the probation officers of record and COMDAF. Contractors are paid for actual face-to-face appointments with youth, which shall primarily take place at designated BARJ Drop-In Centers or other CSSD approved locations.
- C.14 Contractors shall provide all applicable documents in their proposal which includes stating and supporting the B.3 referenced level of services to be provided. The contractor must also demonstrate proficiency when asked to access the DCPS online portals.
- C.14.1 If you use any program manuals to guide implementation, submit copies of the title page (name of author), the publication date (copyright), the Table of Contents
- C.14.2 All pertinent information for software programs if utilized i.e. program name, software licensure or certifications, descriptive of instructional method (text based; multi-modal; interactive)
- C.14.3 Examples of all reports (formatted) that will be utilized for communicating to the SPO and PO of record and the COMDAF Offices
- C.14.4 Examples of lesson plans and instructional methods
- C.14.5 Examples of a full scope and sequence for a sample academic subject area
- C.14.6 Examples of all reports (formatted):
- C.14.6.1 Communication and Outreach Log
- C.14.6.2 Initial Youth Assessment
- C.14.6.3 Activity Report
- C.14.6.4 Weekly and Monthly Progress Report
- C.14.6.5 Youth Exit Assessment
- C.14.6.6 Unusual Incident

- C.14.6.7 Billing/Invoice
- C.14.6.8 Investigative/Corrective Action
- C.14.6.9 other reports as deemed necessary
- C.14.7 Sample Youth Folder with all planned forms, notes, and sample records
- C.14.8 Sample Provider/Tutor Folder with all planned forms and sample records
- C.14.9 Quality Assurance Plan
- C.14.10 All staff licensure and certifications for the staff who will serve the program once funded and the process for submitting new staff credentials and biographies when such times and circumstances arise
- C.14.11 Any partnership letters, Memorandum of Understanding, etc. that are pertinent to this contract.
- C.14.12 The Contractor is responsible for providing all class materials, assessment materials and other instructional support materials such as computers, computer-based programs and any required licenses, internet service (for on and off site CSSD locations) and other communication services.
- C.14.13 In the event the youth to tutor match is not congruous, the Contractor will assist in developing adjustments in the staff's approach or make changes in sub-contractor personnel in a timely manner.

**C.15 EVIDENCE-BASED DESCRIPTION (e.g. research, certification, etc.)**

- C.15.1 If chosen the B.3 level of service provision, please describe any accreditation, educational license or certification from an authorizing and/or regulatory body that authenticates your organization's ability to provide these services.
- C.15.2 Describe the evidence-based models used in your program. Explain why you chose the models and why you believe they will be a good fit for your work with CSSD youth.
- C.15.3 Evidence based instruction models and tutoring methods are those methods developed through scientific based rigors, from repeated data gathering and journal reviewing/publishing of results. Under this contract, tutors will have to deal with a wide range of information processing styles, cultural/sub-cultural backgrounds and styles of learning. Tutoring under this contract recognizes that effective evidenced based instruction involves significantly more than lecturing and print handouts as the means of information presentation and the insurance of successful learning outcomes. Evidenced based instruction in this contract shall utilize empirically based learning methodology that has been scientifically proven to meet the needs of traditionally challenged and frustrated learners for core subject areas such as math and reading. Evidenced Based models are those instructional practices that have educational research data to back them up. These are classroom practices for all areas of academic instruction, student assessment, and classroom management. These are established processes such as building student academic vocabulary through direct instruction, online instruction, digital instruction, and certified teacher-based instruction that help youth be responsive to the learning efforts. Please Note: Access to the DCPS online portal may be made available to the courts, and if so, should be utilized as a first line

of academic instruction. This online portal access provides each student with log in access but DCPS also provides CSSD with instructor level access for utilization in the instructional efforts for CSSD youth. The DCPS curriculum is to be the first level of academic intervention support so that youth can get credit at their school for work completed. This is a primary reason why detailed weekly and monthly reports to the probation officers of record is so critical and required. Youth performance assessments must be computer based.

C.15.4 **EVIDENCED-BASED INSTRUCTIONAL** methods that can be described include, but are not limited to:

C.15.4.1 Multimedia teaching based instruction where traditional print-based materials are converted into more multimodal, interactive, technology-mediated e-learning formats. Multimedia enhancements in these evidenced based environments include, for example, online instructional programs, video and audio DVD elements, professionally recorded lecture presentations, interactive audio-visual enhanced diagrams and simulations, interactive quizzes and graphics. Multimedia approaches in teaching can present multiple representations of content (text, video, audio, images, interactive elements) to cater more effectively to the different learning styles of an increasingly diverse population.

C.15.4.2 Evidenced based instructional methods can be defined as instructional strategies, intervention, or teaching programs that have resulted in consistent positive results when experimentally tested. Evidenced based instruction in this contract shall be the utilization of empirically based learning methodologies that are scientifically proven to meet the needs of traditionally challenged and frustrated learners in core subject areas such as math, geometry, science, writing, and reading comprehension.

C.15.4.3 Evidenced based instructional methods are scientifically proven as effective. An evidenced based program must be supported by scientific research and documentation. Please describe and detail the evidenced based approaches that will be used and explain how the particular methodologies of service provision will be effective with the CSSD youth.

C.15.5 **EVIDENCED BASED ASSESSMENT** methods will utilize effective measurement of instructional efforts and will be computer based. Below are several examples of evidenced based assessments (Assessments must be computer based)

C.15.5.1 **Test-Teach-Retest** models utilize several formats including but not limited to:

C.15.5.2 **Pre-Test/Post-Test** which may be standardized, computerized,

C.15.5.2.a) Standardized tests users should note whether the publisher states the instrument is appropriate for multiple administrations and has multiple, comparable forms available.

- C.15.5.2.b) Computer based instruction often utilizes intermittent testing to establish mastery before the user can advance to the next level. Testing must be validated with multiple testing approaches to be certain youth are not feigning their efforts due to educational disinterest.
- C.15.5.3 Research based Criterion Referenced Testing. The objective of these standardized tests is simply to see whether the student has learned the material. The test publisher should be reviewed to determine if the test is appropriate for multiple administrations and has multiple, comparable forms available.
- C.15.6 RESERVED.
- C.15.6.1 Process portfolio documents maintain evidence of the youths' stages of learning and provide a progressive record of student growth. Tutors use process portfolios to help students identify learning goals, document progress over time, and demonstrate learning mastery.
- C.15.6.2 A product portfolio and testing records demonstrate mastery of a learning task or a set of learning objectives and contains only the best work. First, the tutor and the student need to clearly identify the portfolio contents, which are samples of student work, reflections, tutor observations, and session records. Second, the tutor should develop evaluation procedures for keeping track of the portfolio contents and for grading the portfolio. Third, the tutor needs a plan for holding portfolio conferences, which are formal and informal meetings in which the youth review their work and discuss their progress. Probation Officers of record are routinely briefed through written reports of the efforts and progress of the assigned youth. Probation officers are provided copies of portfolio work and anecdotal records.
- C.15.6.3 Please Note: Access to the DCPS online portal may be made available to the courts and should be utilized as a first line of Evidenced Based academic instruction. This online portal access provides each student with log in access but DCPS also provides CSSD with instructor level access for utilization in the instructional efforts for CSSD youth. The DCPS curriculum is to be the first level of academic intervention support so that youth can get credit at their school for work completed. Results in terms of grade improvement will be the primary measurement progress of youth progress.

## **C.16 BEST PRACTICES**

- C.16.1 Best Practices are those practices that have been proven effective through anecdotal reporting and which produce superior results in targeted youth outcomes. Best practices are also developed by a systematic research process; and judged as exemplary, or have been successfully demonstrated through use in school curriculums. Best Practices in this contract are methods or techniques that by anecdotal report and research have

consistently shown results superior to those achieved with other means. Best Practices are those which have been shown through strong quantitative and qualitative data to show positive outcomes, but do not yet have enough research or replication to support generalized positive outcome paths.

C.16.2 Please describe and detail the approach and “best practices” that will be used to provide services to the youth and why the particular best practice was selected for use with the CSSD juvenile population. If a best practice approach is the method presented by the Contractor, please indicate this in the technical proposal.

**C.17 PAST PERFORMANCE**

C.17.1 Please describe and detail evidence and measures of successful past performance providing tutoring services to youth. Include quantitative indicators (e.g. the number of youth who achieved educational gains, attained vocational certifications, enrolled in post-secondary education, or improved their grade point averages). Also include agencies, schools, or other contracted arrangements to provide tutoring services to youth with special weight being given to working with youth having significant behavioral or mood challenges and academic difficulties.

C.17.2 Contractors shall not solicit verbal or written endorsements, performance appraisals, nor recommendations from individuals who are employed by the DC Superior Courts and the District of Columbia Court of Appeals. Any such request for past performance ratings or letter of recommendations must be submitted to the Contracting Officer listed in Section G.5.1 of the solicitation for consideration.

**C.18 ENGAGING YOUTH AND FAMILIES**

C.18.1 Contractors are responsible for contacting and engaging the youth referred for instructional services within forty-eight (48) hours. Please detail the outreach and retention activities you will use to support CSSD youth participating in your program.

C.18.2 Confirm whether the outreach and retention activities are currently used in your programs. Describe how successful these activities are for engaging youth with behavioral/mood challenges and opposition to learning. If these outreach and retention activities are new to your program, discuss the steps you will take to monitor how well these activities engage CSSD youth.

C.18.3 Describe your capacity to serve youth who live in Washington DC and the surrounding jurisdictions. Include how you deal with common problems of crossing neighborhood boundaries, and the challenges of youth neighborhood conflict cycles,

C.18.4 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 are committed to the foster care system.

C.18.5 Describe how your organization will involve and engage “family” members in your tutoring program. If your program does not have a family engagement focus, please explain.

**C.19 BENEFIT TO CSSD YOUTH**

C.19.1 Please explain how your tutoring program will identify the primary academic needs of the CSSD youth and meet those identified primary needs.

C.19.2 Explain how your tutoring methodology and target objectives will be oriented for each youth and lead to youth progress and meaningful performance outcomes and academic goals.

**C.20 ASSESSMENT**

C.20.1 Please describe the process your staff will use to help identify youth academic levels, set individual short-term objectives, and work towards long term academic goals. Include how these factors will be documented and how the tutor will ensure the youth is engaged in the development of his or her plan.

C.20.2 Describe the process your organization will use to screen youth for their levels of educational performance, and in conjunction with the PO of record refer students for screening or seek additional supportive services.

C.20.3 Explain how tutors will support the achievement of the youth’s individual goals, how progress will be tracked and how accountability will be maintained. Describe and explain the process by which you will measure the goals and outcomes that the youth participating in your program will achieve.

C.20.4 Describe how your Agency will determine whether the youth/tutor relationship is effective. Detail the actions that are taken when the match is not working. Describe your timelines.

C.20.5 Contractor shall identify and describe which assessment tools/methods will be used to demonstrate effective measurement of instructional efforts. Examples may include, but not be limited to, Test-Teach-Retest Models; Pre-Test/Post-Test; Criterion Referenced Testing; Process and Product Portfolios.

**C.21 TARGETED YOUTH OUTCOMES**

C.21.1 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 some of your process steps for academic intervention to create grade improvement success and overcome challenges with youth participation in classes.

C.21.2 Describe the organizational systems you will develop to help staff plan, manage and track daily activities to ensure alignment and progress with targeted outcomes.

C.21.3 The DCPS curriculum is to be the first measure of academic intervention outcome considered so that youth can get credit at their school for work completed. Results in the form of work completed, grade improvement, class credits and overall progress of

youth in their DCPS curriculum will be the primary measurement of instruction and learning

C.21.4 Describe how you will develop and maintain accessible records for each youth that accurately detailing services performed and evidence of any milestones reached or missed.

**C.22** **ALIGNMENT AND STAFFING** Including Approved Volunteers (Refer to C.12.3)

C.22.1 Please explain how the proposed tutoring program aligns within your organization's mission and existing system of services.

C.22.2 Provide a list of all staff who will be in contact with CSSD youth or their families. Please provide resumes for each tutor and list the qualifications showing that tutors are able to implement C.22.2(a) tutoring services for each core subject and/or C.22.2(b) tutoring services for any electives or special subject areas such as Geometry, Calculus, Physics, Trigonometry or foreign language.

C.22.3 The Contractor shall be prepared to provide the list of staff and any required documents upon request by the DC Courts/Court Social Services-CSSD.

C.22.4 Describe your process to ensure program staff has the training and professional skills required to effectively serve the CSSD youth

C.22.5 Discuss how you will ensure program staff members maintain the required qualifications and licenses.

C.22.6 If your program uses volunteers who work directly with youth (e.g., instructors, or tutors), describe the processes you use to train, monitor, and evaluate them. Include how you will ensure approved volunteers are prepared to work with youth who have behavioral or attention concerns, academic apathy and/or other challenges.

C.22.7 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.22.8 To avoid conflicts of interest, no contractor shall employ a staff person of CSSD to provide Community Based Tutorial/Educational services to CSSD involved youth. If a contractor is working with a CSSD youth on more than 1 contract this must be disclosed to CSSD immediately. If this is not done this will lead to contractor sanctions.

**C.23** **PROGRAM SAFETY STANDARDS**

C23.1 Programs must offer a safe and nurturing environment for youth. Organizations with staff that will have direct contact with youth under CSSD supervision will be required to let the DC Courts complete Washington, DC and Maryland Police clearances, FBI background checks, Child Protective Registry for staff and volunteers and other requirements as deemed necessary by the 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.**

C23.2 Notification of unusual incidents including, but not limited to: safety hazards, emergencies, and/or conflicts that effect the -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, the supervisory probation officer of record and COMDAF. Written incident reports to those same parties are required within 24 hours of any unusual incident involving staff and/or participants.

C23.3 Contractor's must develop, update, and maintain a staff orientation and performance standards manual with contract process steps to be followed, activities list that must be done when providing services, levels of performance that should be maintained, and a proposed list of do's and don'ts when performing services under this contract.

**C.24 MANDATORY REPORTING**

C.24.1 The Contractor shall ensure that any staff member who receives information or personally observes, an incident of alleged or actual child abuse, neglect or fatality or any other information indicating an alleged or actual risk to a child's/children's health or safety, shall make an immediate oral report to the probation officer of record, the supervisory probation officer of record, and COMDAF. An immediate call must be made to the CFSA's twenty (24) hour Child Abuse -and Neglect Hotline (202 671-SAFE) followed within twenty-four (24) hours, by a written report.

C.24.2 If a critical incident of any kind occurs, the Contractor shall ensure that immediate notification is made to the assigned COTR, Probation Officer, Supervisory Probation Officer and the Office of the CSSD Director and a written report is filed within twenty-four (24) hours.

C.24.3 The Contractor shall ensure the written report- includes, but is not- limited to the following information if the person making the report knows:

C.24.3 (a) The child/children who is/are the subject of the report

C.24.3 (b) Each of the child/children siblings; and

C.24.3 (c) Each of the child's/children's parents or other persons responsible for the child's/children's care

C.24.3 (d) The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;

C.24.3 (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.25 CONTRACTOR'S QUALITY ASSURANCE PLAN**

C.25.1 As a part of the contract proposal submission the Contractor shall submit a comprehensive Quality Assurance Plan to be utilized by the Contractor to ensure the required services are provided as described in the proposal and required in the

Statement of Work. 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:

- C.25.1.1 Activities to be monitored to ensure compliance with all Contract requirements;
- C.25.1.2 Monitoring methods to be used
- C.25.1.3 Frequency of monitoring
- C.25.1.4 Samples of forms to be used in monitoring
- C.25.1.5 Title/level and qualifications of personnel performing monitoring functions
- C.25.1.6 Files must be maintained for all monitoring results, including any corrective action taken
- C.25.1.7 Accuracy in billing, timely and accurate report submission, reporting of unusual incidents, maintenance of adequate personnel for services, timely reporting of staffing capacity.
- C.25.2 If deemed necessary by the DC Courts and CSSD, timely and approved revisions to the Quality Assurance Plan will be negotiated with the COTR and the Contractor. In the event a revision is necessary, the selected Contractor agrees to work in collaboration with the DC Courts and CSSD to implement mutually agreed upon revisions.
- C.25.3 Contractor shall describe how your agency will prevent fraudulent billing for services and how they will rectify the matter, if internal or external (court) audits determine that billing may be fraudulent.
- C.25.4 Contractor Billing compliance and correction steps will be the requirement to bill within the prescribed timeline of the 5<sup>th</sup> of the month after the month of delivery services. Understanding that DC Courts CSSD will impose penalties such as reduction of work or termination of service delivery requests until compliance is consistently met.
- C25.5 Contractor's must develop, update, and maintain a staff orientation and performance standards manual with contract process steps to be followed, activities list that must be done when providing services, levels of performance that should be maintained, and a proposed list of do's and don'ts when performing services under this contract.

**PART 1**

**SECTION D - PACKAGING AND MARKING**

(This section is intentionally left blank)

## SECTION E – INSPECTION AND ACCEPTANCE

### E.1 INSPECTION OF SERVICES

(a) “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for two years after the contract expires.

(c) The Court has the right to inspect and test all services called for by the contract, to the extent practical at all times and scheduled times during the term of the contract. The Court will perform inspections and tests 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.

(d) If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities, and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

## **SECTION F - DELIVERABLES AND PERFORMANCE**

### **F.1 TERM OF CONTRACT**

F.1.1 The term of the contract shall be for 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 to Extend the Term of the Contract:**

The Courts may extend the term of this contract for four (4), one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. 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 five (5) years.

### **F.3 Deliverables:**

F.3.1 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:

F.3.2 In BARJ and in the community, the Contractor is responsible for providing all class materials, assessment materials, and other instructional support materials such as computers/laptops, computer based programs and any required licenses, internet service (for all locations) and other communication services.

F.3.3 The contractor will maintain central files for all referred and served youth with contact information, case logs, specific academic activities completed, work product/evidenced based materials, if applicable, computer files of assessments and

work activities.

F.3.4 Via email, the Contractor shall submit weekly activity reports as they occur, to the probation officer of record, supervisory probation officer and COMDAF. This will facilitate PO's having a running account of services provided and facilitate accurate Teens At Promise for Success (TAPS). On a weekly basis activity reports will be sent to the COTR and COMDAF with all served and assigned youth as well as assigned, but un-served youth reported. All youth served can be provided in aggregate form or individual form. Monthly reports on company letter head must individually-based and must be submitted to the probation officer of record, the supervisory probation officers of record, the unit deputy clerk as required and COTR/COMDAF.

F.3.4.1 Academic Assessments will be conducted and provided to the probation officer (PO), supervisory probation officer (SPO) of record and the COTR/COMDAF within three (3) business days of youth assignment.

F.3.4.2 In addition to the weekly and monthly reporting requirements summary BARJ based tutoring activity reports may be required at any point for probation officers of record when they need current reports for court presentation. Those activity reports will be delivered within 48 hours of service activity requests via email to the probation officer of record. The interim activity reports as well as the weekly and monthly reports will be submitted only via email.

F.3.4.3 Paper reports may occasionally be required by the COMDAF office, only upon request. At the end of the contract or also at the end of a given youths' time under supervision of the courts all paper based and electronic youth records must be returned to CSSD for filing or destruction.

**The reports shall include the following information on each participant:**

F.3.4.3.1 Date of Contact

F.3.4.3.2 Type of Contact

F.3.4.3.3 Site of Contact/Location

F.3.4.3.4 Number of Program Absences

F.3.4.3.5 Number of Excused Absences

F.3.4.3.6 Demonstrated knowledge gained

F.3.4.3.7 Documentation on problem solving and the improved or stagnant academic areas

F.3.4.3.8 Description of youth's behavior and progress during sessions

F.3.4.3.9 Status report on youth not being served, efforts to serve, and presenting challenges with engaging the youth

F.3.4.3.10 Lessons learned from the youth's perspective

F.3.4.3.11 Time of Initial Contact and Time of Contact Cessation with Elapsed time identified and rounded to the nearest quarter hour.

F.3.4.3.12 Specific academic activities conducted with the youth

- F.3.4.3.13 Signature of the participating youth on the activity report
- F.3.4.3.14 Evidence of the academic activity conducted such as word list, reading material covered, math problems, DCPS curriculum module utilized.
- F.3.4.3.15 The weekly and monthly reports shall provide a general statement of youth’s level of participation and the overall success or challenge of the tutoring session.
- F.3.4.3.16 As stated in F3.4, weekly reports submitted to the PO, SPO, deputy clerks where required and COMDAF/COTR office, youth can be grouped for the given week with anecdotal material being scanned and emailed with each report.
- F.3.4.3.17 On monthly reports the Contractor must have an individual report for each youth. The report shall have a company header with the Contractor name and information. The report will be addressed to the probation officer of record and all services provided during the month must be clearly delineated including missed appointments or absences. Anecdotal information must be scanned and presented as evidence of instruction or the DCPS online portal curriculum must be referenced in the report with activities and achievement levels by the youth for each area being fully stated.
- F.3.4.3.18 Monthly and as requested, the Contractor shall submit a staff capacity and youth assignment report. In the report, the Contractor shall describe their number of available staff and their capacity to accommodate new referrals.
  
- F.3.5 **Quality Assurance Plan:**  
The Quality Assurance Plan shall be submitted with 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.3.5.1 Activities to be monitored to ensure compliance with all Contract requirements;
  - F.3.5.2 Monitoring methods to be used;
  - F.3.5.3 Frequency of monitoring;
  - F.3.5.4 Samples of forms to be used in monitoring;
  - F.3.5.5 Title/level and qualifications of personnel performing monitoring functions; and
  - F.3.5.6 Files must be maintained for all monitoring results, including any corrective action taken.
- F.3.5.7 Billing Compliance methods including mastery of the US Treasury Invoice Payment Platform (IPP) billing process, consistent timely filing of billing (monthly by the fifth day of the month following delivery of services). Accuracy of billing includes agreement with CSSD official logs of youth attending BARJ. Youth billed who are not on the official BARJ log or who do not have service authorization numbers will not be compensated.
  
- F.3.5.8 Contractor’s staff shall sign-in and out accurately upon entry and exit from each facility in clear and legible handwriting including the staff name, time-in, and time-out, and contactor staff shall maintain a separate daily log of youth served on each given day. This log MUST be consistent with the CSSD youth log or billing for the

youth will not be approved. Contractors that fail to sign-in and out or maintain an accurate separate daily log of youth served will not be compensated for provision of services.



## **SECTION G -CONTRACT ADMINISTRATION DATA**

### **G.1 PAYMENT/INVOICES**

- G.1.1 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. The contractor shall be compensated as set forth below.
- G.1.2 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>.
- G.1.3 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@discal.treasury.gov](mailto:IPPCustomerSupport@discal.treasury.gov) or by phone (866) 973-3131.
- G.1.4 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:
- Name and address of the Contractor,
  - The purchase order number,
  - Invoice date,
  - Invoice number,
  - Name of the Contracting Officer Technical Representative (COTR),
  - COTR email address, and
  - Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.5 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.1.6 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.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 shall complete and submit the District of Columbia Courts Release of Claims form (Attachment J.7) as well as provide a copy of the final electronic invoice to the COTR.
- G.3 **Tax Exempt**
- G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).
- G.4 **Prompt Payment Act**
- G.4.1 The Courts will pay interest (late charge) on each electronically received and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.
- G.5 **Payment**
- G.5.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor 's certified invoice has been approved by the COTR, or in the case of a dispute, subject to final determination by the Contracting Officer.
- G.5.2 The Contractor shall be compensated in the following manner for the Base and Option years of the contract:

**G.5.2.1 Payment Table**

<b>Aggregate Award Group I - Tutoring/Educational Services - Community</b>			
<b>TUTORING/EDUCATIONAL SERVICES</b>	<b>Evidenced-Based Practice EBP</b>	<b>Best Practice</b>	
Standing Service(s)			
Individual (Per hour/per youth)	\$80.00	\$72.00	
Group (Per hour/per youth)	\$56.00 (\$80.00 x 70% = \$56.00)	\$50.40 (\$72.00 x 70% = \$50.40)	
<b>Aggregate Award Group II - Tutoring/Educational Services - (BARJ Center(s))</b>			
<b>TUTORING/EDUCATION SERVICES*</b>	<b>Evidenced-Based Practice EBP</b>	<b>Best Practice</b>	
CSSD Satellite Location(s)			
Individual (Per hour/per youth)	\$64.00 (\$80.00 - 20% = \$64.00)	\$57.60 (\$72.00 - 20% = \$57.60)	
Group (Per hour/per youth)	\$44.80 (\$56.00 - 20% = \$44.80)	\$40.32 (\$50.40 - 20% = \$40.32)	
Any and all tutoring services for durations of time exceeding two (2) hours will require advance approval from the Contract Monitoring, Data and Financial Analysis (COMDAF) Team.			
*The DC Courts has reduced unit prices in this solicitation by twenty (20%) to offset the cost of utilizing the DC Courts BARJ Drop-In Centers and other facilities as the service provision location. This includes face-to-face and/or virtual contacts. (Virtual contacts are subject to the approval of the COTR or his/her designee).			

<b>Full Day Tutoring Services</b>	<b>Evidenced-Based Practice</b>	<b>Best Practice</b>	
<b>Individual (Per Youth/Per Day)</b>	<b>\$64.00 x 6 hrs. = \$384.00</b>	<b>\$57.60 x 6 hrs. = \$268.80</b>	
<b>Group (Per Youth/Per Day)</b>	<b>\$44.80 x 6 hrs. = \$268.80</b>	<b>\$40.32 x 6 hrs. = \$241.92</b>	
<b>* Full Day Tutoring session shall last a minimum of 6 hours 9:00am – 3:30pm which includes a 30-minute lunch break</b>			

**G.5.2.3** 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.5.2.3.1** The DC Courts shall compensate Contractor's at the rate 50% for missed appointments, up to 2 missed appointments per referral. The DC Courts, COTR must be notified immediately, and within 24 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.5.2.3.2** For detained/incarcerated youth, The DC 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 the visit to the facility was performed, and the date and the time. Reporting and rates for this contact will be the same as if the youth is in the community.

**G.5.2.4** **Insurance: The Contractor shall be reimbursed for the actual cost for complying with the insurance requirements specified in CLAUSE I.11 of the solicitation. The Contractor must submit to the Court proof of payment for obtaining the insurance coverage as required by Clause I.11 of the solicitation and the Certificate of Insurance (COI) in order to be reimbursed by the Court.**

**G.6 Audits**

**G.6.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

**G.7 Contracting Officer and Contracting Officer's Technical Representative (COTR).**

G.7.1 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

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

G.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:

COTR: Ed Galiber  
Family Court Social Services Division (CSSD)  
COMDAF  
510 Fourth Street, NW  
Suite 215  
Washington, DC 20001  
202-508-1860  
[Edward.Galiber@dcsc.gov](mailto:Edward.Galiber@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 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY**

**ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED,  
AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO  
THE COURTS, TO TAKE ALL CORRECTIVE ACTION  
NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

## SECTION H - SPECIAL CONTRACTS REQUIREMENTS

### H.1 **OTHER CONTRACTORS**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the COTR and 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 youth identities. Contractor shall ensure that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.2.4.1 **THE DISTRICT OF COLUMBIA MUNICIPAL CODE PROHIBITS THE SHARING OF ANY INFORMATION RELATIVE TO YOUTH INVOLVED IN THE JUVENILE JUSTICE SYSTEM. UNDER NO CIRCUMSTANCES CAN YOU RECORD, POST OR DISCUSS IDENTITY AND/OR ANY OTHER INFORMATION PERTAINING TO ANY CSSD YOUTH.**

### H.3 **Rights in Data.**

- H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software data. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.
- H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.
- H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 **Security Requirements**



The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

- H.4.1 The Contractor shall maintain complete written job descriptions covering all positions funded through the contract, which must be included in the contract files and be available for inspection on request by the DC Courts/CSSD. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this contract project, the Contractor shall obtain written documentation of education, work experience and personal references, as well as any current licenses and certifications that are applicable. **Note: The Court Social Services Division-CSSD reserves the right to also examine references.**
- H.4.2 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, records of required medical examinations, 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.4.3 **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.4.4 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.4.5 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.4.6 **Upon notice of award, selected CSSD Contractors will be required to submit the background check applications for all youth-serving staff and demonstrate progress toward obtaining background clearances for all youth-serving staff within (10) business days. (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.4.7 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.4.8 The Contractor shall also obtain traffic records for persons applying for employment, as well as current employees and volunteers, who will be required to drive a motor vehicle to transport children in the course of performing his or her duties. Any fee associated with traffic records must be paid by contractor.

H.4.8.1 All positions that come into direct contact with youth shall require mandatory background checks/clearances paid by the DC Courts.

H.4.9 The Contractor shall inform all who apply to work on this contract that a criminal background check must be conducted before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.4.10 The Contractor shall inform all who apply to provide transportation on this contract, that a driving records check must be conducted before the applicant can be offered a driving position.

H.4.11 Upon the Courts’ request, the Contractor shall obtain from each applicant, employee and unsupervised volunteer:

H.4.11.1 A signed affirmation (**Attachment J.10 Criminal Background Check Authorization**) 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:

H.4.11.1 (i) Murder, attempted murder, manslaughter, or arson;

H.4.11.1 (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;

H.4.11.1 (iii) Burglary;

H.4.11.1 (iv) Robbery;

H.4.11.1 (v) Kidnapping;

H.4.11.1 (vi) Illegal use or possession of a firearm;

H.4.11.1 (vii) 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;

H.4.11.1 (viii) Child abuse or cruelty to children; or

H.4.11.1 (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

H.4.11.1 (x) Animal Abuse or cruelty to animals

H.4.11.2 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:

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 traffic check reports to the COTR.

H.4.18 The Courts will pay for the costs for the criminal background and the Contract must pay for the traffic record checks, pursuant to the requirements set forth by the DC MPD and DC DMV.

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 Courts shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers.

## **H.5 Publicity**

H.5.1 **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.**

H.5.2 During the course of work under this contract, the Contractor may have access to information that is deemed confidential by Federal and/or District Laws. The Contractor shall protect and hold strictly confidential all information to which the Contractor has access during the course of work under this contract. Contractor shall not disclose, directly or indirectly, any such information to third parties or use it for any purpose other than the work under this contract. Upon conclusion of the work under this contract, the Contractor shall return any and all information obtained from CSSD and any copies to CSSD. The Contractor shall also return to the CSSD any and all data and documents created under this contract. The DC Courts shall determine whether the Contractor may utilize data (**ALWAYS** redacted to protect the confidentiality of CSSD youth) compiled during the course of this contract.

## **H.6 MANDATORY REPORTING**

H.6.1 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.6.2 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.6.2.1 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.6.2.1(a) The child/children who is the subject of the report

H.6.2.1(b) Each of the child/children siblings; and

- H.6.2.1(c) Each of the child/children parents or other persons responsible for the child/children's care
- H.6.2.1(d) The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
- H.6.2.1(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.7 CONTRACTOR'S RESPONSIBILITIES**

Contractor's will provide their own computers for use during service provision with youth.

**H.8 KEY PERSONNEL**

- H.8.1 The Contractor shall include resumes of potential employees in the technical proposal packet.
- H.8.2 Throughout the duration of the contract period of performance, the Contractor shall advise the COTR of any changes in staff. The Court must approve any change in key personnel, prior to any interaction with youth or their families under the supervision of CSSD.
- H.8.3 Prior to any interaction with youth or their families under the supervision of CSSD. Any changes in personnel requires completed and submitted background check forms found in Section J, Forms J.10 through J.15 and approved by CSSD.**
- H.8.4 Contractors and vendors providing services to youth under the supervision of the Court Social Services Division shall not employ, in any capacity, an individual employed by the District of Columbia Courts, including the District of Columbia Court of Appeals, the Superior Court of the District of Columbia, and its Court Social Services Division.

**H.9 Wage Determination**

- H.9.1 The Contractor is bound by the attached Wage Determination No.2015-4281, Revision No.: 17, dated 12/21/2020, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41(U.S.C. 351, incorporated herein as **Attachment J.8**. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

## **PART II**

### **SECTION I - CONTRACT CLAUSES**

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

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

#### **I.2 Restriction On Disclosure and Use of Data.**

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

#### **I.3 Ethics in Public Contracting.**

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

#### **I.4 Disputes.**

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

#### **I.5 Laws and Regulations.**

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

#### **I.6 Non-Discrimination.**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11( Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section. See Attachment J.4.

#### **I.7 Examination of Books and Records.**

The Contracting Officer or any of the Contracting Officer's duly authorized

representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

**I.8 Record Keeping.**

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

**I.9 Subcontracts.**

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

**I.10 Protest.**

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

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

I.10.2 A protest shall include the following:

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

I.10.2.2 solicitation or contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

I.11 **Insurance.**

I.11.1 **A. GENERAL REQUIREMENTS. INSURANCE** - Contractor shall be reimbursed for the actual cost for complying with the insurance requirements specified in CLAUSE I.11 of the solicitation. The Contractor must submit to the Court proof of payment for obtaining the insurance coverage as required by Clause I.11 of the solicitation and the Certificate of Insurance (COI) in order to be reimbursed by the Court. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. 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 and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

I.11.2 All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia Courts.

I.11.3 The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against the District of Columbia Courts relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

I.11.4 If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and



subcontractors.

- I.11.5 **1. Commercial General Liability Insurance (“CGL”)** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

- I.11.6 **2. Professional Liability Insurance (Errors & Omissions)** - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

- I.11.7 **3. Sexual/Physical Abuse & Molestation** - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

- I.11.8 **B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the District of Columbia Courts.

**C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia Courts, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

**D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

**E. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

**F. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

**H. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. 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@dccsystem.gov**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage

required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **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.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.12 **Cancellation Ceiling.**

- I.12.1 In the event of cancellation of the contract because of no appropriation for any fiscal year after fiscal year 2022, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

### **PART III**

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

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

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 District of Columbia Courts Release of Claims**
- J.8 Wage Determination No.2015-4281, Revision No.: 17, dated 12/21/2020**
- J.9 Past Performance Evaluation Form**
- J.10 Criminal Background Check Authorization**
- J.11 Metropolitan Police Department, Washington DC, Criminal History Request**
- J.12 Security Clearance Form**
- J.13 District of Columbia -Child Protection Register (CPR) Check -  
[https://cfsa.dc.gov/sites/default/files/dc/sites/cfsa/publication/attachments/CPR\\_Check\\_Application\\_FINAL\\_030818\\_English\\_fillable.pdf](https://cfsa.dc.gov/sites/default/files/dc/sites/cfsa/publication/attachments/CPR_Check_Application_FINAL_030818_English_fillable.pdf)**
- J.14 State of Maryland-Child Protective Services Program -  
<https://dhs.maryland.gov/documents/Child%20Protective%20Services/1279A%20Background%20Clearance%20Form.pdf>**
- J.15 Virginia Department of Social Services/Child Protective Services  
Central Registry Release of Information Form -  
[https://www.dss.virginia.gov/files/division/licensing/background\\_index\\_childrens\\_facilities/founded\\_cps\\_complaints/032-02-0151-12-eng.pdf](https://www.dss.virginia.gov/files/division/licensing/background_index_childrens_facilities/founded_cps_complaints/032-02-0151-12-eng.pdf)**

**NOTE:**

1. Submit Attachments J. 2, J.3, J.4, J.5, J.6, & J.7 with your Price Proposal under Tab B-Contractual Information, 3. Certification, Affidavits and other Submissions.
2. Submit 3 Attachments J.9 with your Technical Proposal under Tab D-Past Performance.
3. **After contract award**, Attachments J.10, J.11 & J.12 must be submitted by email to the Contract Specialist to request Fingerprint Appointment(s) for each proposed staff and any proposed volunteers.
  - J.10 Criminal Background Check Authorization
  - J.11 Metropolitan Police Department, Washington DC, Criminal History Request
  - J.12 Security Clearance Form
4. **After contract award, Original Forms Only of Attachments J.13, J.14 & J.15 (No copies or email accepted) must be submitted to:**

**Mail:**

Ms. Princess Duffy  
Office Services Assistant  
Administrative Services Division  
DC Courts  
616 H St, NW, 6th Floor  
202-879-0476

**Hand-Carry:**

Ms. Princess Duffy  
Office Services Assistant  
Administrative Services Division  
DC Courts  
701 7th Street, N.W, 6th Floor  
202-879-0476

**J.13 - District of Columbia -Child Protection Register (CPR) Check -**  
[https://cfsa.dc.gov/sites/default/files/dc/sites/cfsa/publication/attachments/CPR Check Application FINAL 030818 English fillable.pdf](https://cfsa.dc.gov/sites/default/files/dc/sites/cfsa/publication/attachments/CPR%20Check%20Application%20FINAL%20030818%20English%20fillable.pdf)

**J.14 - State of Maryland-Child Protective Services Program -**  
<https://dhs.maryland.gov/documents/Child%20Protective%20Services/1279A%20Background%20Clearance%20Form.pdf>

**J.15 - Virginia Department of Social Services/Child Protective Services Central Registry Release of Information Form -**  
[https://www.dss.virginia.gov/files/division/licensing/background\\_index\\_childrens\\_facilities/founded\\_cps\\_complaints/032-02-0151-12-eng.pdf](https://www.dss.virginia.gov/files/division/licensing/background_index_childrens_facilities/founded_cps_complaints/032-02-0151-12-eng.pdf)

**The DC Courts will forward all criminal background forms (J.13 thru J.15) to applicable locations (DC, MD and VA) and cover applicable fees. DO NOT SUBMIT ANY CHECK WITH THESE FORMS.**

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

#### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

- K.1 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE.**
- K.1.1 Definitions. As used in this provision:
- K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- K.1.2 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more

performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

- K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- K.1.2.6 The notice shall include the position title of the employee; and
- K.1.2.7 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any

employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.8 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

\_\_\_\_\_  
Print Name of Authorized  
Representative

\_\_\_\_\_  
Title

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



## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

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

- L.1 **Proposal Submission and Identification**
- L.1.1 Proposals shall be submitted **BY EMAIL** (electronic version PDF format) to Kiana Green, Contract Specialist at [Kiana.Green@dccsystem.gov](mailto:Kiana.Green@dccsystem.gov) no later than 2:00 p.m. EST, on Thursday, July 1, 2021. The offeror's "Subject" email shall indicate:
- L.1.2 **Proposal for Solicitation Number: DCSC-21-RFP-59**  
**Caption: CSSD BARJ Drop-In Center & Community Based Tutorial/Educational Services**
- 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.



<p><b>Tab B</b></p> <p>0-10</p>	<p><b><u>Staffing Capability:</u></b></p> <ol style="list-style-type: none"> <li>1. Proposed Staffing Resumes</li> <li>2. Proposed Number of Staff to implement the proposed technical approach</li> <li>3. Proposed design and description of the programs ability to match Tutors and youth based on youth’s academic levels special needs and academic interests and a tutor’s experiences, skills, and certification.</li> </ol>
<p><b>Tab C</b></p> <p>0-30</p>	<p><b><u>Proposed Evidenced-Based OR Best Practice:</u></b></p> <p>Practice/Program Description demonstrates an understanding of the requirements and includes the following components:</p> <p>Program activities that include opportunities to expand comprehension, build skill mastery, and also increase facility to analyze, synthesize and evaluate.</p> <p>Program intentionally aligns activities to DC Public Schools’ Learning Standards and connects skills to school and life.</p> <p>Program activities are relevant to the lives of its young people</p> <p>Program provides opportunities for youth to become competent and thoughtful speakers and listeners.</p> <p>Program provides opportunities for youth to develop scientific reasoning and skill building.</p> <p>Program provides opportunities for youth to connect social studies/ historical events and ideas to their current lives and visions of the future.</p> <p>Program encourages youth to express themselves creatively and to appreciate creative expression.</p> <p>Program provides opportunities for youth to develop technology skills to explore and express ideas, exchange information, solve problems and meaning. 1*</p>

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1 \* DC Children and Youth Investment Trust Corporation. (2008). A field guide to best practices and indicators of derive out-of-school time programs in the District of Columbia. Washington, D.C.

<p><b>Tab D</b></p> <p><b>0-10</b></p>	<p><b>Past Performance:</b></p> <p><b>List of all references and/or submit Attachment J.9.</b>  <b>Please refer to Clause L.3.1.1 PAST PERFORMANCE</b></p> <p>Please describe and detail evidence and measures of successful past performance providing tutoring services to youth. Include quantitative indicators (e.g. the number of youth who achieved educational gains, attained vocational certifications, enrolled in post-secondary education)</p>
<p><b>Tab E</b></p> <p><b>0-10</b></p>	<p><b>Quality Assurance Plan:</b></p> <p>The plan shall include an identified monitoring system covering all the services, and methods for identifying and preventing deficiencies in the quality of services.</p> <p>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.</p>

**L.3.1.2      Technical Approach - Identify evidenced based practice, best practice, or emerging practice**

The offeror shall provide a **comprehensive plan to accomplish the work described in Section “C” – Description/Specifications/Statement of Work.** This shall include:

- L.3.1.3      Plan of Implementation, Administration, and Evaluation of Practice.
- L.3.1.4      Understanding the requirements of the RFP and completeness in response to the RFP.
- L.3.1.5      Completeness in the understanding and description of the Evidence-Based Practice or Emerging/Best Practice proposed by the Contractor.
- L.3.1.6      Complete organizational chart/structure showing individuals who will be responsible for the delivery of the services specified in the solicitation.

**L.3.1.7      Past Performance:**

- L.3.1.8** The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein. Offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.
- L.3.1.9** The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:
- L.3.1.10** **References:** The offeror shall submit a list of **all** references for which services of this nature have been provided in the past three (3) years to include information about previously performed District, Federal or private entity contracts of equal or large size providing similar and/or services, inclusive of dates of contract. The reference shall include the name, address, telephone number, and e-mail address of the contact person. Attachments must be submitted with technical proposal on the response due date and time.
- L.3.1.11** In addition, the offeror shall have **three (3) references** complete a Past Performance Evaluation Form (Attachment J.9). This information will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations and Customer Satisfaction.
- L.3.1.12** Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may give consideration to the contracts, which are relevant to the RFP.
- L.3.1.13** The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years, but not supplied as the 3 past-performance form references, and the information received may be used in the evaluation of past performance.
- L.4** **Volume II – Price Proposal shall comprise the following tabs:**

<b>Tab A</b>	<b>Price Information – Base on your proposal, identify the price(s) for evidenced based practice, best practice, or emerging practice services to be provided by your company.</b>
<b>Tab B</b>	<b>Contractual Information – all other required information as specified in Sections L.5, L.5.10, L.5.15 &amp; Section A (1<sup>st</sup> page of Solicitation).</b>

**L.5 General Information. (Submit this information under the Price Proposal – Tab B).**

L.5.1 Each Offeror must provide the following information in this section:

L.5.3 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

L.5.4 Ownership structure;

L.5.5 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.5.6 Articles of incorporation, partnership or joint venture agreement;

L.5.7 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;**

L.5.8 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

L.5.9 Name, address, and current phone number of offeror’s contact person.

L.5.10 **Disclosure** (Submit this information under the Price Proposal – Tab B). This section of the proposal shall include the disclosure information described below:

L.5.11 Disclosure details of any legal action or litigation past or pending against the offeror;

L.5.12 A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and

L.5.13 The offeror is current in its tax obligation to the District of Columbia.

- L.5.14       **Certifications, Affidavits and Other Submissions.** (Submit this information under the Price Proposal – Tab B)
- L.5.15       Offerors shall complete and return with their Price Proposal – Tab B  
**Attachment J.2** - Anti-Collusion Statement, **Attachment J.3** – Ethics in Public Contracting, **Attachment J.4** - Non-Discrimination, **Attachment J.5** - Certification of Eligibility, **Attachment J.6** - Tax Certification Affidavit and Section K- **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS, Sections K.1 to K.7.**
- L.5.16       **Section A of the Solicitation**  
The Offerors must complete, sign and return with their Price Proposal -Tab B Section A - Solicitation/Offer/Award Form (1st page of the solicitation)
- L.6            **RESERVED.**
- L.7            **RESERVED.**
- L.8            **RESERVED.**
- L.9            **RESERVED.**
- L.9.1         **RESERVED.**
- L.9.2         **Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals.**
- L.9.3         Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- L.9.5         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.9.6         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 Courts after receipt; or
- L.9.7         The proposal is the only proposal received.

- L.9.8 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.9.9 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.9.10 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.9.11 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.
- L.10 Questions.**
- L.10.1 Questions concerning this Request for Proposals must be directed by **e-mail** to:
- Kiana Green, Contract Specialist  
Procurement and Contracts Branch  
Administrative Services Division  
District of Columbia Courts  
616 H Street, N.W., Suite 612  
Washington, D.C. 20001  
E-mail address: Kiana.Green@dccsystem.gov  
Telephone: 202-879-7718
- L.10.2 For further information on submission of questions, please refer to section L.11 of this RFP.
- L.11 Explanation to Prospective Offerors.**
- L.11.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than Monday, June 14, 2021, by 1:00 p.m., EST.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.10. **ANY RESPONSE TO QUESTIONS AND AMENDMENTS TO THE SOLICITATION WILL BE POSTED TO THE**



**DC COURTS WEBSITE** at <https://www.dccourts.gov/about/procurement-contracts-branch> **UNDER SOLICITATIONS.** Oral explanations or instructions given before the award of the contract will not be binding

**L.12 Changes to the RFP.**

L.12.1 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.13 Contract Award.**

L.13.1 The Courts intend to make one or more awards to the responsible Offerors whose proposal(s) represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.13.2 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.14 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.15 Cancellation of Award.**

L.15.1 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.16 Official Offer.**

- L.16.1 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.17 **RESERVED.**
- L.18 **Retention of Proposals.**
- L.18.1 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.19 **Public Disclosure under FOIA.**
- L.19.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.
- L.20 **Examination of Solicitation.**
- L.20.1 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.21 **Acknowledgment of Amendments.**
- L.21.1 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.22 **Right to Reject Proposals.**
- L.22.1 The Courts reserve the right to reject, in whole or in part, any and all proposals

received as the result of this RFP.

**L.23 Proposal Preparation Costs.**

L.23.1 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.24 Prime Contractor's Responsibilities.**

L.24.1 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.24.2 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.25 Contract Type**

L.25.1 **This is a labor hour with fixed hourly rate contract plus reimbursement for obtaining the insurance coverage as required by Clause I.11 of the solicitation.**

**L.26 Failure to Respond to Solicitation.**

L.26.1 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.27 Signing Offers and Certifications.**

L.27.1 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.28        **Errors in Offers.**

L.28.1      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.29        **Authorized Negotiators.**

L.29.1      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.30        **ACCEPTANCE PERIOD**

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

## PART V

### SECTION M - EVALUATION FACTORS

#### M.1 EVALUATION FOR AWARD

The Courts intend to make multiple awards to the responsible firms whose proposals represent the best value to the Courts. The evaluations factors are listed below in Section M.2 in descending order of importance. 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 is one-hundred (100) total points. The criteria for evaluating the proposals and their respective points are as follows:

ITEM No.	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	<b>Technical Approach</b> (The contractor must submit all information requested on sections L.3.1.1 & L.3.1.2)	0-40
M.2.2	<b>Proposed Evidence-Based - Best Practice</b> (The contractor must submit all information requested on sections C.15, C.16, L.3.1.1)	0-30
M.2.3	<b>Staffing Capability</b> (The contractor must submit all information requested on sections L.3.1.1)	0-10
M.2.3	<b>Quality Assurance Plan</b> (The contractor must submit all information requested on sections C.25, F.3.5 & L.3.1.1)	0-10
M.2.4	<b>Past Performance</b> (The contractor must submit all information requested on sections C.17 & L.3.1.1)	0-10
	<b>TOTAL</b>	100

#### M.3 PROSPECTIVE CONTRACTOR'S RESPONSIBILITY.

M.3.1 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.3.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

- M.3.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- M.3.1.3 A satisfactory record of performance;
- M.3.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- M.3.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
- M.3.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- M.3.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
  
- M.3.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the offeror to be nonresponsible.