SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Education Program for Committed Male Youth	1	139

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
		[ ] Sealed Bid (IFB)		[x] Open
		[x] Sealed Proposals (RFP)		[ ] Set Aside
		[ ] Sole Source		[ ] Open with Sub-Contracting Set Aside
		[ ] Human Care Agreements		
	DCJZ-2007-R-0002	[ ] Emergency	1/19/2007	

7. Issued By: Office of Contracting and Procurement	8. Address Offer to:
Office of Contracting and Procurement Group IV 441 4th Street, NW, Suite 700S Washington, DC 20001	Office of Contracting and Procurement Bid Counter 441 4th Street, NW, Suite 703S Washington , DC 20001

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:oo p.m (Hour) local time 20-Feb-07 (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Marsha Robinson	202	724	5195	Marsha.Robinson@dc.gov

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OFFER

within 160 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
			[ ]		

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the Department of Youth Rehabilitation Services (DYRS) is seeking a contractor to deliver a year-around education program. The Education Program shall be delivered to approximately 90 male youth at any given time during their secure confinement at the DYRS Oak Hill Youth Center, located at 3201 Oak Hill Drive, Laurel, MD for the first year of the contract and 60 male youth each subsequent year. The Contractor's education program shall include a community-based re-integration program in Washington, DC for youth returning to the community from the Oak Hill Youth Center. The Contractor shall provide the community-based re-integration program services to approximately 30 youth at any given time. Each youth shall participate in the community-based re-integration program for a 90 day period.

B.2 The District contemplates award of Firm Fixed Price contract with a cost-reimbursement component.

B.3 PRICE SCHEDULE

B.3.1 ***BASE PERIOD YEAR ONE***

CLIN	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL ANNUAL PRICE
0001	Provide services for the transfer of the operation for the Education Program at the Oak Hill Youth Center secure facility from the District of Columbia Public Schools (DCPS) to the Department of Youth Rehabilitation Services (DYRS) in accordance with Sections **C.3.1, C.3.2** and **C.3.44**		Month	2	
0002	Provide an Education Program that includes a core academic instruction, an extended day program and a summer school program for approximately 90 committed male youth at the Oak Hill Youth Center secure facility in accordance with Sections **C.3.29; C.3.30** and **C.3.31 (**Base *Period Year 1- 2007-2008)*		Month	10	
0003	Provide a community-based re-integration program for approximately 30 youth at any given time for up to 90 days per youth in accordance with Sections **C.3.32** and **C.3.32.1** (Base *Period Year 1- 2007-2008)*		Month	7	
0003A	**Cost Reimbursement Ceiling for small furnishings and equipment of a cost of not more than $500.00 per item**				**$20,000.00**

B.3.2 *BASE PERIOD YEAR TWO*

CLIN	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL ANNUAL PRICE
0004	Provide an Education Program that includes a core academic instruction, an extended day program and a summer school program for approximately 90 committed male youth at the Oak Hill Youth Center secure facility in accordance with Sections **C.3.29; C.3.30** and **C.3.31** (Base *Period Year 2- 2008-2009)*		Month	12	
0005	Provide a community-based re-integration program for approximately 30 youth at any given time for up to 90 days per youth in accordance with Sections **C.3.32** and **C.3.32.1** (Base *Period Year 2- 2008-2009)*		Month	12	
0005A	**Cost Reimbursement Ceiling for small furnishings and equipment of a cost of not more than $500.00 per item**				**$10,000.00**

B.3.1 *BASE PERIOD YEAR THREE*

CLIN	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL ANNUAL PRICE
0006	Provide an Education Program that includes a core academic instruction, an extended day program and a summer school program for approximately 90 committed male youth at the Oak Hill Youth Center secure facility in accordance with Sections **C.3.29; C.3.30** and **C.3.31** (Base *Period Year 3- 2009-20010)*		Month	12	
0007	Provide a community-based re-integration program for approximately 30 youth at any given time for up to 90 days per youth in accordance with Sections **C.3.32** and **C.3.32.1** (Base *Period Year 3- 2009-20010)*		Month	12	
0007A	**Cost Reimbursement Ceiling for small furnishings and equipment of a cost of not more than $500.00 per item**				**$10,000.00**
Total for Base Period					

B.3.2 ***OPTION PERIOD YEAR ONE***

CLIN	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL ANNUAL PRICE
1001	Provide an Education Program that includes a core academic instruction, an extended day program and a summer school program for approximately 90 committed male youth at the Oak Hill Youth Center secure facility in accordance with Sections **C.3.29; C.3.30** and **C.3.31**(Option *Period Year 1- 20010-20011)*		Month	12	
1002	Provide a community-based re-integration program for approximately 30 youth at any given time for up to 90 days per youth in accordance with **Sections C.3.32** and **C.3.32.1** (Option *Period Year 1- 20010-20011)*		Month	12	
1002A	**Cost Reimbursement Ceiling for small furnishings and equipment of a cost of not more than $500.00 per item**				**$10,000.00**

B.3.2 ***OPTION PERIOD YEAR TWO***

CLIN	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL ANNUAL PRICE
1003	Provide an Education Program that includes a core academic instruction, an extended day program and a summer school program for approximately 90 committed male youth at the Oak Hill Youth Center secure facility in accordance with Sections **C.3.29; C.3.30** and **C.3.31** (Option *Period Year2- 20011-20012)*		Month	12	
1004	Provide a community-based re-integration program for approximately 30 youth at any given time for 90 days per youth in accordance with **Sections C.3.32** and **C.3.32.1** (Option *Period Year 2- 20011-20012)*		Month	12	
1004A	**Cost Reimbursement Ceiling for small furnishings and equipment of a cost of not more than $500.00 per item**				**$10,000.00**
Total for Option Year One Period					

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia (District), Office of Contracting and Procurement on behalf of the Department of Youth Rehabilitation Services (DYRS), is seeking a contractor to deliver an education program to male youth who are in committed status at the Department of Youth Rehabilitation Services' Oak Hill Youth Center secure facility, located at 3201 Oak Hill Drive, Laurel, MD. The education program shall be delivered in accordance with the "Fiscal Year 2007 Budget Support Act" of 2006, contingent upon congressional approval, Applicable Document #1, Section **C.1.1**; and, the Memorandum of Understanding (MOU) between the Department of Youth Rehabilitation Services (DYRS) and the District of Columbia Public Schools, dated December 12, 2006, Applicable Document #2, Section **C.1.1**. The education program shall be referred to as the Department of Youth Rehabilitation (DYRS) School.

The education program shall include 1) core academic instruction that includes elective coursework and vocational and employment training, 2) an extended day program, and 3) a summer school program for approximately 90 youth at any given time for the first contract year and for 60 youth at any given time each subsequent contract year.

The Contractor's education program shall also include a community-based re-integration program in Washington, DC for approximately 30 youth at any given time. The community-based re-integration program shall be linked programmatically to the educational services provided by the Contractor at the Oak Hill Youth Center secure facility. Youth shall be enrolled in the community-based re-integration program for up to 90 days following their release from the Oak Hill Youth Center or out-of-state youth residential treatment centers. The space utilized for the community-based re-integration program shall be provided by the Contractor.

Services shall be delivered year-round, Mondays through Fridays, from 8:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. until 12:00 p.m. except District of Columbia Public Schools' holidays. The lengths and periods of core academic instruction that includes elective course work, and vocational and employment training, in addition to the summer school program provided by the Contractor shall be provided in accordance with the District of Columbia Public School (DCPS) school session calendar year, Applicable Document #3, Section **C.1.1**.

C.1.1 Applicable Documents

The following documents are incorporated in the contract by this reference.

Item No.	Document Type	Title	Date
1	Public Law	**"Fiscal Year 2007 Budget Support Act of 2006 Act"** **Available at:** The DC Council website at www.dc.gov	Upon Approval
2	Memorandum of Understanding	**Memorandum of Understanding between the Department of Youth Rehabilitation (DYRS) and the District of Columbia Public Schools (DCPS)** **Available at:** Department of Youth Rehabilitation 1000 Mt. Olivet Road, NE, Washington, D.C. 20002 Telephone: 202-576-8175	12/12/06
3	Document	**District of Columbia Public School (DCPS) school session calendar year** **Available at:** www.k12.dc.us.	Version of the document as amended during performance of the contract
4	Court Document	**Jerry M., et al Plaintiffs v. District of Columbia, et al., Defendants Civil No.1519-85 (IFP) - Memorandum Order B Superior Court of the District of Columbia** **Available at:** Department of Youth Rehabilitation 1000 Mt. Olivet Road, NE Washington, D.C. 20002 Telephone: 202-576-8175	5-20-88
5	Standards	**The Middle States Association's Committee on Institution-wide Accreditation** **Available at:** http://www.middlestates.org	Version of the document as amended during performance of the contract
6	Policies and Procedures	**Commission on Secondary Schools Polices and Procedures Handbook** **Available at:** http://www.css-msa.org/policies/index.html	April 2003

7	Federals Standards	**US Department of Labors' Secretary's Commission on Achieving Necessary Skills, (SCANS)** **Available at**: www.usdol.gov	Version of the document as amended during performance of the contract
8	Standards	**DCPS State Accountability Plan** **Available at:** www.k12.dc.us	Version of the document as amended during performance of the contract
9	Federal Law	**Individuals with Disabilities Act (IDEA), as amended** **Available at**: http://www.ed.gov/policy/speced/guid/idea/omip	Version of the document as amended during performance of the contract
10	Federal Law	**Vocational Rehabilitation Act, Section 504** **Available at:** www.webaim.org/coordination/law/us	Version of the document as amended during performance of the contract
11	DC Regulations	**Title 5, DCMR, Chapters 25, Discipline, and 30, Special Education:** **Available at:** www.k12.dc.us/dcps	5/20/01
12	Federal Law	**The Family Education Rights and Privacy Act (FERPA)** **Available at**:: www.ed.gov/offices/OII/fpco/**ferpa**	Version of the document as amended during performance of the contract
13	DC Law	**The District of Columbia School Reform Act** **Available at:** www.focus-dccharter.org/archiveslaws.org	1995
14	Policies and Procedures	**DCPS, Office of Special Education, Policies and Procedures Manual** **Available at:** http://www.k12.dc.us/dcps	Version of the document as amended during performance of the contract
15	Forms	**DCPS Standard Forms for education services, transcripts and student health documentation,** **Available at:** Department of Youth Rehabilitation Services 1000 Mt. Olivet Road, NE Washington, DC 20002 Telephone Number: 202-576-8175	Version of the document as amended during performance of the contract

16	Statement	**Department of Youth Rehabilitation Services (DYRS) Mission and Vision Statement** **Available at**: www.dyrs.dc.gov.	2/05
17	Statement	**District of Columbia Public Schools (DCPS) Mission and Vision Statement** **Available at**: www.k12.dc.us.	Version of the document as amended during performance of the contract
18	Standards	**DCPS standard based curriculum system** **Available at**: http://www.k12.dc.us/dcps	Version of the document as amended during performance of the contract
19	Guide	**District of Columbia, Department of Employment Services, Labor Market Information Projections , 2001-2012** **Available at** www.does.dc.gov	May 5/06
20	Model	**Positive Behavioral Intervention Supports (PBS) Model** **Available at**: www.dcsig.org	Version of the document as amended during performance of the contract
21	District of Columbia Municipal Regulations	**Title 5, DCMR, Chapter 16, Personnel Qualifications** Available at: www.seo.dc.gov	5/20/01
22	District of Columbia Municipal Regulations	**Title 5, DCMR, Chapter 10, General Personnel Policy** **Available at**: www.seo.dc.gov	5/20/01
23	D.C. Law 6-99 Referenced in Licensure Regulations § 6263.2	**District of Columbia Health Occupations Revisions Act of 1985** **D.C. Code 2-3301** **Available at** www.dc.doh.gov **Additional Information available at:** http://dccode.westgroup.com/ http://www.doh.dc.gov/prof_license/services/boards_regulations.asp http://www.grc.dc.gov/laws1	5/25/86

24	Court Document	**Jerry M., et al Plaintiffs v. District of Columbia, et al., Defendants Civil No.1519-85 (IFP) - Memorandum Order P** **Superior Court of the District of Columbia** Available at**:** Department of Youth Rehabilitation 1000 Mt. Olivet Road, NE, Washington, D.C. 20002 Telephone: 202-576-8175	5-20-88
25	D.C. Law	**Department of Youth Rehabilitation Services Establishment Act of 2004** **D.C. Official Code, Title II , Chapter 15, Subchapter I-A** **Available at**: www.dccouncil.washington.dc.us	4/12/05
26	Document	**District of Columbia Public School Property Inventory List** **Available at:** Department of Youth Rehabilitation Services 1000 Mt. Olivet Road, NE, Washington, DC 20002 Telephone: 202-576-8175	11/06-12/06
27	DC Municipal Regulations	**Title 27, Chapter 41, Section 4106** **Available at:** Department of Youth Rehabilitation Services 1000 Mt. Olivet Road, NE, Washington, DC 20002 Telephone: 202-576-8175	7/88
28	DC Municipal Regulations	**Title 27, Chapter 41, Section 4107** **Available at**: Department of Youth Rehabilitation Services 1000 Mt. Olivet Road, NE, Washington, DC 20002 Telephone: 202-576-8175	7/88
29	DC Code	**Privatization contracts and procedures requirements, DC Official Code 2-301.05b** Available at: http://grc.dc.gov/grc/cwp	2001 Edition

30	Federal Law	**Elementary and Secondary Education Act/No Child Left Behind (NCLB), 20 U.S.C. Sections 2301-2472** **Available at**: www.ed.gov/legislation	1/08/02
31	District of Columbia Municipal Regulations	Title 5, Chapter 38, State Education Agency Functions of the Board of Education" Available at: www.seo.dc.gov	7/88
32	D.C. Code	Special Education and Assessment, DC Official Code Section 38-2501 Available at: http://www.k12.dc.us/dcps	Version of the document as amended during performance of the contract

C.1.2 **Definitions**

C.1.2.1 **Agency:** Department of Youth Rehabilitation Services (DYRS)

C.1.2.2 **Aftercare Plan:** A component of the Individualized Plan that identifies the delivery of services that will support the youths' transition back into the community. Aftercare services may include, but are not limited to, safe and stable housing, employment, education, and mental health services.

C.1.2.3 **Case Management**: A process whereby a plan is developed and implemented for eligible youth and their families, which efficiently utilizes juvenile justice, behavioral and physical health, and education and community resources to achieve the optimum outcome in the most cost effective manner. Case management is the process through which the DYRS or the District of Columbia Superior Court Division of Court Social Services provides, assesses, manages, advocates, negotiates, coordinates, contracts for, reports on and monitors necessary services and resources to fulfill the treatment/service goals for delinquent youth and their families.

C.1.2.3 **Case Manager:** The assigned DYRS social worker or Court Social Services (CSS) Probation Officer who is responsible for ensuring the initial assessment of the youth and his/her family's needs, the provision of services to meet those identified needs and the ongoing monitoring of the services delivered to insure compliance with the youth's Service Plan.

C.1.2.4 **Confidentiality:** The safeguarding of information regarding committed juveniles in accordance with all federal and District laws pertaining to confidentiality of information.

C.1.2.5 **Continuum of Care:** A range of services from least restrictive to highly structured or highly restrictive that addresses a range of needs of youth and

provides an array of services.

C.1.2.6 **Court:** Superior Court of the District of Columbia or DC Superior Court.

C.1.2.7 **Cultural Competency:** The ability of a provider to deliver services in a manner that effectively responds to the language, values, and practices present in the various cultures of youth and their families.

C.1.2.8 **Health Insurance Portability and Accountability Act (HIPAA):** HIPPA is a federal law passed in 1996 that affects the healthcare and insurance industries. The main purpose of the HIPAA regulations is to protect the privacy and confidentiality of electronically transmitted protected health information by setting and enforcing standards.

C.1.2.9 **IEP (Individualized Education Plan):** A plan developed for students eligible for special education services. The procedures for developing the plan and the components of the plan are specified in federal regulations and corresponding DCPS policies and regulations consistent with the Individuals with Disabilities Education Act as amended (2004).

C.1.2.10 **Individualized Education and Transition Plan (IETP) –** individually tailored plans that include information about each student's current level of performance including areas of strength and weakness, goals and activities, a tentative schedule of steps in the transition process including possible school, work, or internship sites following release, persons responsible for aspects of the transition plan, and resources necessary to implement the plan. The Individualized Education and Transition Plan (IETP) shall be developed with input from the DYRS case managers or other DYRS staff who know youth well.

C.1.2.11 **Individualize Transition Plan (ITP):** An individualized plan which promotes movement from school to post school activities including post secondary education, vocational training, integrated employment, continuing education or community participation.

C.1.2.12 **Interventions:** Lessons and experiences to help young people achieve their maximum functional capabilities through activities that foster enhancement of social skills, coping strategies and moral conduct. Interventions include social, recreational, and cultural enrichment activities; community transitional services and family engagement.

C.1.2.13 **Local Education Agency (LEA):** School or authority providing educational services to the students at the Oak Hill Youth Center.

C.1.2.14 **Multi-Disciplinary Team (MDT):** A group of people with different kinds of training and experience, working together to ensure that the treatment and education service plans of the students are properly developed and assessed to determine the progress of the student. The teams shall consist of, at a

minimum, a psychologist, social worker(s), speech therapist, and student's parent/guardians.

C.1.2.15 **Oak Hill Youth Center (OHYC):** A secure residential facility for committed youth located in Laurel, Maryland.

C.1.2.16 **Qualified Personnel:** Refers to persons holding official credentials, accreditation registration, certification, or licenses issued by the District of Columbia jurisdiction. The term shall include administrators, teachers, speech pathologists or audiologists, school psychologists, counselors, and social workers.

C.1.2.17 **Program Manager for Education and Workforce Development:** The chief education officer for DYRS.

C.1.2.18 **Student Support Manager (SSM):** A school staff member whose responsibility will be to reach out to both students and parents to address issues that may emerge as a result of things that occurred outside of the classroom. The student support manager shall engage the parent and the student in discussions regarding the student's behavior.

C.1.2.17 **Vocational Training:** A program of studies, often including supervised hands-on experiences and job readiness lessons, designed to prepare students for employment in one or more technical, semi-skilled, or skilled occupations.

C.1.2.18 **Youth Development Services:** A program providing lessons and experiences to help young people achieve their maximum functional capabilities through activities that foster enhancement of social skills, coping strategies and moral conduct, work ethic, problem solving and creativity, and interpersonal skills.

C.1.2.19 **Youth Development Specialist (YDS):** An individual responsible for providing direct services in safety, treatment, and youth development at DYRS.

C.2 **BACKGROUND**

C.2.1 The Department of Youth Rehabilitation Services (DYRS) is the District's primary juvenile justice agency. DYRS provides service planning, education, mental health, medical and recreational services, residential placements, and aftercare supervision to more than 600 District youth on a daily basis. The ages of the youth range from 12 to 21. Approximately 170 of these youth are confined. Approximately 90 of the youth are confined at the Oak Hill Youth Center secure facility and approximately 80 are confined at the Youth Services Center, located at 1000 Mt Olivet Road, NE, Washington, DC. DYRS also administers daily pre-trial, pre-dispositional services and home-based detention services to upwards of 300 youth at any

given time.

C.2.2 The youth represented in the District's juvenile justice system are 97% African American and 3% Latino. The majority of the youth are from Ward 5 and east of the Anacostia River, Wards 7, and 8, the city's poorest neighborhoods.

C.2.3 In 2005, youth committed to DYRS were involved in the following charges:

Offense Type	Percent*
Violent Felony	23%
Violent Misdemeanor	10%
Weapons Offense	9%
Child Sex Offense	2%
Stolen Automobile	27%
Other Property Offense	5%
Drug Offense	15%
Traffic Offense	1%
Other Offense	6%
Habitual Truancy/ Runaways	2%

* Percentages may exceed or fall short of 100% due to rounding.

C.2.4 In 1986, a class action suit was brought against the District on behalf of the youth confined at the Oak Hill Youth Center, challenging the District's failure to provide the youth in its secure facilities with adequate care and rehabilitative services. As a result of the litigation, the District entered into a Consent Decree known as the Jerry M. Consent Decree. The Jerry M. Consent Decree and subsequent court orders legally mandate that services to youth in the District's juvenile justice system are provided in the least restrictive setting possible and that they are consistent with the needs of the youth while providing protection to the public.

C.2.5 A significant court order, Memorandum Order B (Order B), Applicable Document #4, Section **C.1.1**, requires that the District expand and improve services for committed youth through a single integrated continuum of services that includes a wide variety of program options to address the specific needs of individual youth and their families. DYRS is charged with ensuring that the District complies with the orders set forth in the Jerry M. Consent Decree. However, for decades the District has struggled to comply with the Jerry M. Consent Decree orders, including those related to education and vocational programming.

C.2.6 In 1998, the District of Columbia Public Schools (DCPS) began to provide educational services to youth at the Oak Hill Youth Center. Currently, DCPS provides education programming to approximately 90 youth at the Oak Hill Youth Center facility located at 3201 Oak Hill Drive, Laurel, MD.

DYRS is in the process of constructing a new facility on the Oak Hill Youth

Center campus, which is expected to be completed in mid-late 2008. Upon its completion, the school will relocate to the new facility.

C.2.7 In 2003, according to the District of Columbia, Office of Planning, fifty-three percent of 8th graders in DC scored below basic reading level. Even more dismal are the outcomes for basic math attainment. In DC, 71% of 8th grade students scored below basic math levels, compared to 33% nationally. In addition, 20% of young adults ranging from 18-24 years of age are not enrolled in school, are not working, and have no degree beyond high school. Unfortunately, many of these "disconnected youth" end up in the District's juvenile justice system, a patchwork of DC agencies including, Court Social Services (CSS), DYRS, and the District of Columbia Public Schools (DCPS).

C.2.8 The primary goal of the Contractor's education program shall be to provide a quality education for male youth committed to the DYRS custody and care. The program shall be designed not only to raise students' scores as measured by assessments approved by the District of Columbia State Education Agency, but more importantly, to increase the likelihood that students leaving the Department of Youth Rehabilitation Services' custody and care will return to their communities and engage in productive activities to complete high school, obtain and maintain employment, engage in vocational training or post-secondary education, or obtain a General Education Development (GED) Certificate.

C.2.9 DYRS believes that creating a culture of achievement within a school is as important as developing a strong curriculum and having a sound academic program. DYRS expects the DYRS School to be built upon the culture of achievement and positive youth development. There are three crucial elements to realizing the culture of achievement: strong leadership, a consistent message of achievement from all stakeholders, and an organizational structure that promotes literacy and learning.

C.2.10 DYRS also believes that the culture of a school must come from the school's leadership team. Therefore, the successful contractor is expected to choose administrators and lead teachers that are highly qualified with a relentless focus on achievement. The Contractor is expected to strive to hire and maintain employees who will be enthusiastic about learning and achievement on an everyday basis.

C.2.11 DYRS expects the school leadership to deliver a strong, consistent message about achievement. DYRS believes that if this message is delivered everyday, in every classroom, and in every hallway, the students will begin to emulate the characteristics that are necessary for academic achievement.

C.2.12 The Contractor's education program shall be designed to enable the DYRS School to achieve the following specific goals:

C.2.12.1 **Academic Goals**

C.2.12.1.1 Provide students with a resource to display their competencies through the use of portfolios as required in Section **C.3.14**.

C.2.12.1.2 Enable students to return to community high schools and complete graduation requirements after leaving DYRS custody-- alternately, the program should enable students to obtain a GED certificate, enroll in a community college program, enroll in a four-year college, obtain employment, or enter a work experience program as described in Section **C.3.29**.

C.2.12.1.3 Enable students to demonstrate their readiness for college level work through the successful completion of college level and/or advanced placement work, and enable qualified students to take the Preliminary Scholastic Aptitude Test (PSAT) or Scholastic Aptitude Test (SAT) as appropriate during their incarceration as described in Section **C.3.29**

C.2.12.1.4 Enable students to demonstrate increased proficiency in general knowledge and reading comprehension as described in Section **C.3.29.**

C.2.12.1.5 Enable the students enrolled in the education program for more than 4 months to demonstrate basic proficiency in use of the personal computers, including basic keyboard skills, using the web to access information, and using a word processing program as described in Sections **C.3.29.**

C.2.12.1.6 Enable the students enrolled in the education program for more than 4 months and performing below the 25%ile on a composite score on a standardized reading assessment at intake, to demonstrate improvement of at least 10%ile points on an equivalent form of the same assessment six months later or at exit as described in Section **C.3.29.**

C.2.12.1.7 Enable students to demonstrate proficiency in oral language through periodic presentations in class at each grade level.

C.2.12.2 **Non-academic Goals:**

C.2.12.2.1 Offer courses each year in three career fields that allows students to explore a full range of career options; coursework in each of these three fields shall be linked to academic classes that illustrate applications in the career field as required in **C.3.29.3.3.**

C.2.12.2.2 Develop programs that enable families to become partners in the academic and vocational programs and become actively involved in the growth of the school as required in **C.3.37.**

C.2.12.2.3 Provide each career academy with an industry partner as required in Section **C.3.29.3.3.1.7.**

C.2.12.2.4 Offer programs that help youth to develop the leadership skills essential in enabling youth to develop character, confidence, and values that promote the goal of healthy behavior as required in Section **3.35.8.**

C.3 REQUIREMENTS

C.3.1 The Contractor shall perform activities in preparation of the transfer of the operation for the education program at the Oak Hill Youth Center from the District of Columbia Public Schools to the Contractor to provide an education program for male youth at the Oak Hill Youth Center on behalf of the Department of Youth Rehabilitation Services.

C.3.2 The Contractor shall begin the transition activities in accordance with the transition requirements described in Section **C.3.44** no later than ten (10) days after contract award.

C.3.3 The Contractor shall provide all supplies, materials and personnel, necessary to provide the education program set forth in Section C for committed youth at the Oak Hill Youth Center.
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C.3.4 The Contractor shall deliver its education program to male youth, who are in committed status at the Department of Youth Rehabilitation Services' Oak Hill Youth Center, located at 3201 Oak Hill Drive, Laurel, MD, and at a site in the District of Columbia for youth leaving Oak Hill and returning to the community. The site at the Oak Hill Youth Center will be furnished by the District as described Section **H.16.1**. The site in the District of Columbia shall be provided by the Contractor.

C.3.5 The Contractor's education program shall be referred to as the Department of Youth Rehabilitation Services (DYRS) School and shall be considered as a local education agency (LEA) in providing the required services.

C.3.6 The Contractor's education program shall be provided in accordance with provisions of the "Fiscal Year 2007 Budget Support Act of 2007", contingent upon congressional approval (Applicable Document #1, Section C.1.1); and, a Memorandum of Understanding (MOU) between the Department of Youth Rehabilitation Services (DYRS) and the District of Columbia Public Schools (Applicable Document #2, Section C.1.1), dated December 12, 2006.

C.3.7 The Contractor shall deliver the education program year-round, Mondays through Fridays from 8:00 a.m. until 6:00 p.m. and on Saturdays from 9:00 a.m. until 12:00 p.m. The lengths and periods of the core academic instruction that includes elective course work, and vocational and employment training, in addition to the summer school program provided by the Contractor shall be provided in accordance with the District of Columbia Public School (DCPS) school session calendar year, Applicable Document

#3, Section **C.1.1**, except as otherwise determined by prior approval of the DYRS Program Manager for Education and Workforce Development.

C.3.8 The Contractor shall develop a DYRS School calendar that also includes staff in-service training and DCPS school holidays. The Contractor shall include the School Calendar in the DYRS School's operation manual as described in Section **C.3.40.**

C.3.9 The Contractor shall be accredited by the Commission on Secondary Schools, Middle States Association of Colleges and Schools, Applicable Document #5, Section **C.1.1**. The Contractor shall follow the accreditation process delineated in the Commission on Secondary Schools Polices and Procedures Handbook, Applicable Document #6, Section **C.1.1**, in accordance with the following timelines:

C.3.9.1 Apply for and receive acceptance as a candidate for accreditation by the Commission on Secondary Schools, Middle States Association of Colleges and Schools by the end of year two of this contract;

C.3.9.2 Complete the self-study and planning processes; host a site visit by the Commission on Secondary Schools evaluation team, and receive an official letter of accreditation from the Commission on Secondary Schools, Middle States Association of Colleges and Schools by the end of year four of this contract; and

C.3.9.3 Pay all candidacy fees associated with the accreditation process as well as ongoing scheduled candidacy dues required by the Commission on Secondary Schools.

C.3.10 The Contractor's education program shall draw from the empirically-based and promising practices for educational services and national standards such as those promulgated by the US Department of Labor Secretary's Commission on Achieving Necessary Skills (SCANS), Applicable Document # 7 , Section **C.1.1.**

C.3.11 The Contractor shall comply with all mandates and requirements established by the District of Columbia State Education Agency (SEA) and in accordance with the DCPS State Accountability Plan, Applicable Document # 8, Section **C.1.1**, including but not limited to, providing data and reports regarding students enrolled in the Contractor's education program, implementing state standards and curriculum, administering state assessments of the students, and complying with the provisions of the Individuals with Disabilities Education Act (IDEA) Applicable Document # 9, Section **C.1.1**.

C.3.12 The Contractor's education program shall include special education services for student enrollees with disabilities and special education needs and accommodations for students eligible for support under Section 504 of the

Vocational Rehabilitation Act, Applicable Document # 10, and Section **C.1.1.**

C.3.13 The Contractor's special education services shall be provided in accordance with all federal and District laws and regulations including, but not limited to the following: Title 5, DCMR, Chapters 25, Discipline, and 30, Special Education, Applicable Document # 11, Section **C.1.1**; The Family Education Rights and Privacy Act (FERPA), Applicable Document # 12, Section **C.1.1**, the District of Columbia School Reform Act of 1995, Applicable Document #13, Section **C.1.1**, District of Columbia Public Schools, Office of Special Education, Policies and Procedures Manual, Applicable Document #14, Section **C.1.1**, and any other applicable education laws.

C.3.14 The Contractor shall develop a student performance rubric for student portfolios that will be used to assess and promote student competence. The Contractor's student portfolios shall include, but not be limited to the following components:

C.3.14.1 Personal information;

C.3.14.2 Personal statement;

C.3.14.3 Information about student's interests and aptitudes;

C.3.14.4 Samples of student's written work;

C.3.14.5 Academic assessments;

C.3.14.6 Transcripts and/or list of credits or competencies completed, and

C.3.14.7 Photographs of work completed in a vocational technical academy, if appropriate;

C.3.15 The Contractor shall include the format for its student performance rubrics in the DYRS School operation manual as described in Section **C.3.40.**

C.3.16 The Contractor shall ensure that its classroom teachers provide guidance to students in the successful development and completion of student portfolios as outlined in the student's performance rubric.

C.3.17 The Contractor shall use DCPS standard forms for education services, transcripts and student health documentation, Applicable Document #15, Section **C.1.1**.

C.3.18 The Contractor shall develop mission and vision statements for the Department of Youth Rehabilitation Services (DYRS) School consistent with the mission and vision statements of DYRS and DCPS, Applicable

Document #16 and Applicable Document #17, Section **C.1.1**, respectively.

C.3.19 The Contractor shall include its mission and vision statements in the DYRS School's operation manual in accordance with the Section **C.3.40** and in accordance with the due date stated in Section **C.3.44.1**, Item Number 6.

C.3.20 The Contractor, in consultation with the DYRS Program Manager for Education and Workforce Development shall seek and obtain federal entitlement funding through the State Education Agency.

C.3.21 The Contractor shall apply and maintain compliance with all federal entitlement applicable programs.

C.3.22 The Contractor shall access DCPS' student data tracking systems for the purpose of determining students' prior schools attended, credits earned and special education eligibility in accordance with the Memorandum of Understanding between DYRS and DCPS, Applicable Document #2, Section **C.1.1**.

C.3.23 In order to meet the needs of all students in its provision of academic instruction that include elective coursework and vocational training**,** the Contractor shall use non-traditional approaches, including distance learning (i.e., corrections learning network (CLN) or computer based instruction (NovaNet or Plato) on an individual and as-needed basis.

C.3.24 The Contractor shall establish an Alternative Study Center (ASC) for students using a DYRS School classroom as part of the Contractor's education program.

C.3.25 The Contractor shall maintain a minimum staff/teacher to student ratio of 2:10.

C.3.26 The Contractor shall have a teacher aide in each classroom.

C.3.27 The Contractor shall ensure that there is a dedicated aide or special aide available for special education and youth with disabilities, if needed, based on a youth's IEP as described Sections **C.3.39.13.11** and **C.3.39.13.12**.

C.3.28 **Education Program Components**

The Contractor's education program shall include the following components:

C.3.28.1 A core academic instruction, that includes elective coursework requirements, for a DCPS diploma, and vocational and employment training;

C.3.28.2 An extended day program;

C.2.28.3 A summer school program, and

C.3.28.4 A community-based re-integration program

C.3.29 **Core Academic Instruction that includes elective Coursework, and Vocational and Employment Training**

C.3.29.1 The Contractor shall provide a core academic instruction that includes elective coursework and vocational and employment training for approximately 90 youth at the Oak Hill Youth Center secure facility located at 3201 Oak Hill Drive, Laurel, during year one of the contract and 60 youth each subsequent contract year.

C.3.29.2 The Contractor shall provide the core academic instruction that includes elective coursework and vocational and employment training for 190 days, which shall include 180 student instructional days and 10 staff development days. The Contractor shall provide the core academic instruction that includes elective coursework and vocational and employment training for a minimum of five and one-half (51/2) hours each day Monday through Friday. The length and time of the core academic instruction that includes elective coursework and vocational and employment training shall be in accordance with the District of Columbia Public School (DCPS) school session calendar year (Applicable Document #3), Section **C.1.1.**

C.3.29.3 The Contractor's core academic instruction that includes elective coursework and vocational and employment training services shall include the following components:

C.3.29.3.1 ***Intake and Assessment***: The Contractor shall operate a student intake and assessment classroom to which all students shall be assigned during the first 15 calendar days of the student's referral to the Contractor. The Contractor's student intake and assessment classroom shall consist of the following:

C.3.29.3.1.1 The Contractor shall develop and implement a process for complying with DYRS student referral process.

C.3.29.3.1.2 The Contractor shall provide screenings in math and reading.

C.3.29.3.1.3 The Contractor shall provide intensive math and reading services or remediation.

C.3.29.3.1.4 The Contractor shall obtain and review previous school records including transcripts and IEPs (Individual Education Plans), as defined in Section **C.1.2.9,** if accessible, within 7 calendar days of student's placement in DYRS School.;

C.3.29.3.1.5 The Contractor shall convene a multi-disciplinary team (MDT) to discuss the implementation of the IEP of each student with a history of special education services and a current IEP. The MDT shall consist of a speech therapist, psychologist(s) and a social worker(s) in conjunction with the student's parent(s)/guardian(s) and DYRS case manager to develop an interim IEP for students with a history of special education services that do not have a current IEP within 30 days of student's placement in DYRS care and custody.

C.3.29.3.1.6 The Contractor shall ensure that the MDT meets and develops a finalized IEP using the IEP forms included in Applicable Document #15, Section **C.1.1** within 45 days of the student's placement in DYRS. The IEP shall include a preliminary individual community re-integration transition plan (ITP) as described in Section **C.3.29.3.1.12**.

If the Contractor is unable to get documents/records by accessing DCPS' student data tracking system or directly from the community (feeder) schools, then the Contractor shall request the assistance of the DYRS Program Manager for Education and Workforce Development to work with DCPS to obtain the information.

C.3.29.3.1.7 If the Contractor is unable to get documents/records for non-special education youth, by accessing DCPS' student data tracking systems or directly from the community (feeder) schools, then the Contractor shall request the assistance of the DYRS Program Manager for Education and Workforce Development to work with DCPS to obtain the information or develop an IEP for each non-special education youth, if needed, within 45 days of the youth placement in the DYRS School.

C.3.29.3.1.8 The Contractor shall evaluate and implement the IEP of each student.

C.3.29.3.1.9 The Contractor shall conduct an interview with each student regarding his interests, aspirations, and prior school history -- the interview shall provide an opportunity to introduce students to the portfolios used in the DYRS School.

C.3.29.3.1.10 The Contractor shall conduct a vocational interest and aptitudes survey for each student.

C.3.29.3.1.11 The Contractor shall provide an orientation for each student to the education program and school facility, and provide an opportunity for DYRS medical, behavioral services and custody staff to screen and orient students in DYRS policies and practices.

C.3.29.3.1.12 Five days prior to the end of each student's time in the intake and assessment classroom, the Contractor through the MDT shall develop an individualized education and community re-integration transition plan (IETP), as defined in Section **C.1.2.10,** for each student. The IETP shall

include goals and activities for the student and shall function as a blueprint for the student's community re-integration program. Periodically during students' stay at the Oak Hill Youth Center and no less frequently than every 90 days, the Contractor's MDT shall review each student's IETP and make updates, if needed.

C.3.29.3.1.13 The ITP part of the Individual Education and Transition Plan (IETP) shall include the following:

C.3.29.3.1.13.1 Anticipated education and vocational services, for each youth following discharge from the Oak Hill Youth Center;

C.3.29.3.1.13.2 A description of youths' interests and aspirations, vocational plans, and related community resources;

C.3.29.3.1.13.3 Emphasis on high school completion, post-secondary education, GED completion, and/or job training and placement; and

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C.3.29.3.1.13.4 If appropriate, specify the requirements for graduation and outline important milestones for each student (i.e. PSAT by 10th grades, SAT by 11th grade, selection of career pathway and completion of credits for promotion each year).

C.3.29.3.1.14 The Contractor shall collaborate with DYRS' case managers to ensure that each student's ITP is integrated into DYRS and the Court's discharge planning process.

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C.3.29.3.2 ***Core Academic Instruction that includes Elective Coursework:*** The Contractor shall ensure that the educational curriculum is designed to allow students to master career, technological, and academic standards in all subjects; build critical thinking skills; develop an understanding of all that is required to secure meaningful and gainful employment/business skills (i.e. interviewing, team work, meeting deadlines); increase understanding of citizenship; and create self fulfilling goals. To achieve this, the educational program shall focus on standards, differentiated instruction, interdisciplinary lessons, and accountability.

C.3.29.3.2.1 The Contractor's education program shall provide state-of-the-art instructional technology and work environment for career exploration and technical skills development.

C.3.29.3.2.2 The Contractor's academic curriculum shall meet the following specific requirements:

C.3.29.3.2.2.1 Be consistent with the DCPS standards-based curriculum system, Applicable Document #18, Section **C.1.1**;

C.3.29.3.2.2.2 Have elective coursework that includes arts (including music and drawing)

and at least two other areas such as foreign languages, social studies, and science;

C.3.29.3.2.2.3 Include advanced placement (AP) coursework that enables youth to take AP exams and prepare for post-secondary education. AP exams preparation for post-secondary education can be provided directly by the Contractor on a tutorial basis.

C.3.29.3.2.2.4 Have a staff (teacher and aide) to student teaching ratio of 2:10; this is the ratio for all students; and

C.3.29.3.2.2.5 Provide for a state of the art instructional technology for career exploration and technical skills development.

C.3.29.3.2.3 The Contractor shall group students by living units for core academic areas (Math, Social Studies, English, and Science) when the DYRS school moves to the new facility described in Section **C.2.6**, and assign students elective courses, vocational technical academies and special education services on an individual basis.

C.3.29.3.2.4 The core academic instruction student text books utilized by the Contractor's education program shall, as a minimum, be the same as those used by students in DCPS.

C.3.29.3.2.5 The Contractor shall coordinate with DCPS Text Book Management Office located at 2000 Adams Place, NE, Washington, DC 20018 to order student text books for its core academic instruction beginning with the 2007-2008 school year. The telephone number for the DCPS Text Book Management Office is 202-576-5471. The Contractor shall use the DCPS Oak Hill Youth Center School's existing student text books that were purchased by DCPS for the current academic school year.

C.3.29.3.2.6 The Contractor shall include the policies and guidelines for the elective coursework that its program will offer in the DCPS School operation manual as described in Section **C.3.40.**

C.3.29.3.3 ***Vocational and Employment Training***: The Contractor's education program shall include a vocational and employment training component.

C.3.29.3.3.1 The Contractor's vocational and employment training services shall include, but not be limited to the followings:

C.3.29.3.3.1.1 Three career academies based on three of the Washington, DC metropolitan area's high growth occupational industries, such as those listed below, in which students shall be assigned according to their interest, aptitude, and availability:

- A technology academy with the following areas of emphasis: (a) professional services and support including computer maintenance and support, (b) document production, (c) data entry and (d) management;

- Accommodations and food services academy with the following areas of emphasis: (a) food management, (b) food safety and handling, (c) food preparation and cooking, and

- Construction trades academy with the following areas of emphasis: (a) occupational safety and health in accordance with Occupational Safety and Health Administration (OSHA), (b) building maintenance and repair and (c) computer assisted design;

C.3.29.3.3.1.2 Vocational training services that include, but are not limited to: (a) instruction and activities that address vocational awareness, (b) leadership, (c) job training and employability skill development, (d) decision making, (e) problem solving, and (f) entrepreneurship;

C.3.29.3.3.1.3 Career fairs hosted by the Contractor for students no less than twice each year. Career fairs shall be available to all students and shall highlight education and employment opportunities in high growth industries and occupations including those associated with the three vocational academies;

C.3.29.3.3.1.4 Job fairs hosted by the Contractor for students no less than twice each year. Job fairs shall involve youth preparing for transition from DYRS custody to the community and the world of work. The primary focus of the job fairs shall be to match DYRS youth who are ready to enter the workforce with employers interested in hiring them;

C.3.29.3.3.1.5 Hands-on experiences designed to prepare youth for employment in one or more technical, skilled, or semi-skilled occupation(s);

C.3.29.3.3.1.6 Training in occupations and industries for which there is current or projected future demand within the region as stated in the District of Columbia, Department of Employment Services, Labor Market Information Projections, 2001-2012, Applicable Document #19, Section **C.1.1**;

C.3.29.3.3.1.7 On-site jobs and work based learning activities at the School; and apprenticeship programs for on-the-job training with industry partners; Youth located at the Oak Hill Youth Center may be allowed to participate in on-the-job training in areas such as culinary or construction at the Oak Hill Youth Center, and

C.3.29.3.3.1.8 Facilitation of employability skill development activities that include, but

not limited to, preparing resumes, completing employment applications, interviewing techniques, and life skills training relative to securing and retaining employment.

C.3.29.3.3.2 The Contractor shall recruit volunteers, in addition to industry partners to serve as coaches for individual students or small groups of students involved in the career academies

C.3.29.3.3.3 The Contractor shall provide the policies and guidelines for the vocational and employment training, including a listing of vocational and employment training opportunities that will be made available to students, in the DYRS School operation manual as described in Section **C.3.40**

C.3.30 **Extended Day Program**

C.3.30.1 The Contractor shall provided a year-round extended day program, Monday through Friday from 4:00 p.m. until 6:00 p.m. and on Saturdays from 9:00 a.m. to 12:00 p.m. for approximately 90 male youth at the Oak Hill Youth Center facility for the first contract year and approximately 60 male youth each year subsequent contract year.

C.3.30.2 The Contractor's extended day program shall include the following three components:

C.3.30.2.1 ***Intensive Academic Remediation and Enrichment:*** The Contractor shall provide a remediation program for students who are identified with below basic academic skills. Remediation is particularly designed for students who score in the lowest quartile on standardized assessments in reading, writing, and math.

C.3.30.2.1.1 The Contractor's remediation program shall include the following:

C.3.30.2.1.1.1 Student assistance with credit recovery, as appropriate, particularly for students who have repeated or are in danger of repeating a grade.

C.3.30.2.1.1.2 Opportunity for students to attend enrichment classes if they desire to accelerate their achievement.

C.3.30.2.2 ***Homework and study skills workshops***: The Contractor shall provide on a regular basis, homework and study skills workshops as part of the extended day program. These activities do not have to be conducted every day, but they shall be offered at a minimum of two times each week. Homework and study skills workshops shall be coordinated with the intensive remediation and enrichment activities described in Section **C.3.30.2.1**, and the extracurricular and leisure time activities described in Section **C.3.30.2.3.**

C.3.30.2.3 ***Extracurricular and leisure time activities:*** The Contractor's

extracurricular and leisure time activities shall include a variety of clubs and activities that are connected to each career academy interest, whenever possible.

C.3.30.2.3.1 These clubs and activities shall include, but not be limited to the following:

C.3.30.2.3.1.1 Computer Lab
C.3.30.2.3.1.2 Library activities
C.3.30.2.3.1.3 Arts and creative writing
C.3.30.2.3.1.4 Music
C.3.30.2.3.1.5 Commerce and student government, and
C.3.30.2.3.1.6 Drama and cultural enrichment

C.3.30.2.3.2 The Contractor may also include math and science clubs and chess and individual sports as extracurricular and leisure time activities.

C.3.30.2.3.3 The Contractor shall also provide a structured athletic program that promotes physical fitness and provides sports competition in coordination with the DYRS Program Manager for Education and Workforce Development.

C.3.30.2.3.4 The Contractor shall assign students to participate in the extended day program components listed above based on the student's interests and needs.

C.3.30.2.3.5 The Contractor shall hire appropriate staff to coordinate and lead structured after-school programs for the extended day program;

C.3.30.2.3.6 The Contractor shall include the policies and guidelines for operating its extended day program in its operation manual as described in Section **C.3.40**.

C.3.31 **Summer School Program**

C.3.31.1 The Contractor shall provide a summer school program for approximately 90 male youth at the Oak Hill Youth Center Secure Facility for a minimum of four (4) hours per day, Monday through Friday. The Contractor's summer school program for each year following the first contract year shall be for approximately 60 youth.

C.3.31.2 The lengths and period of the summer school program provided by the Contractor shall be provided in accordance with the District of Columbia Public School (DCPS) school session calendar year, Applicable Document #3, Section C.1.1, except as otherwise determined by prior approval of the DYRS Program Manager for Education and Workforce Development.

C.3.31.3 The Contractor's summer school program shall combine intensive or

remedial literacy instruction, credit recovery, the arts, vocational education, and recreation and leisure time activities.

C.3.31.4 The Contractor's summer school program shall include each student in literacy and or reading instruction for a minimum of one hour each day.

C.3.31.5 The Contractor's summer school program shall include a mixture of classes, workshops, and, recreation activities for youth. The mixture of classes, workshops, and, recreation activities for youth shall be designed to be a significant departure from the core academic instruction, elective coursework and vocational training offered during the academic year. For example, the Contractor may organize its summer school program activities as follows:

C.3.31.5.1 Around specific themes related to vocational academies and employment, the arts, or recreation with academic skill development integrated into parts of the program;

C.3.31.5.2 A theme building on recent events focused on "natural disasters." Academic activities in the morning could be organized into two week units focusing on earthquakes, tsunamis, hurricanes, and tornados. Skill development would involve learning key vocabulary, measurement of guest speakers could visit the DYRS School and students could participate in a simulation on campus, write essays, construct posters, and complete other activities that might indicate mastery of the material;

C.3.31.5.3 Workshops designed to instill in the students the desire to achieve (i.e., develop leadership skills, organizational and interpersonal skills, alternative solution development methods, and conflict resolution)

C.3.31.5.4 In the afternoon, students could participate in sports activities focused on specific education goals (e.g., GED or SAT preparation, or work with vocational or academic teachers on special projects);

C.3.31.5.5 The Contractor shall include the policies and guidelines for operating its summer school program in the DYRS School's operation manual as described in Section **C.3.40.**

C.3.32 **Community-Based Re-Integration Program**

C.3.32.1 The Contractor shall establish and implement a community-based re-integration program for approximately 30 youth at any given time. The Contractor shall operate its community-based re-integration program for approximately 7 months, beginning September 2007, for the first contract year. For each subsequent contract year the Contractor shall provide its community-based re-integration program year-around (12 months). The community-based re-integration program shall be designed to provide core academic instruction, elective coursework, and vocational and

employment training until such time that the youth is prepared to transition to the community school. Each youth shall remain in the Contractor's community-based re-integration program for up to 90 days. The Contractor shall determine the hours of operation for its community-based re-integration program.

C.3.32.2 The Contractor shall provide the space for the community-based re-integration program. The Contractor shall purchase furnishings for the Community-based re-integration program in accordance with **G.10** and **H.16.4.**

C.3.32.3 The Contractor's community-based re-integration program space shall at a minimum consist of the following;

C.3.32.3.1 A safe, clean and well-maintained environment;

C.3.32.3.2 A classroom setting that is conducive to learning and meets the physical, sustenance and emotional needs of the students;

C.3.32.3.3 A design and functionality that supports and contributes to the delivery of community-based re-integration education services;

C.3.32.3.4 A minimum of three classrooms with a least 400 square feet of space;

C.3.32.3.5 Office space for the Contractor's staff;

C.3.32.3.6 Office space for DYRS case managers to use when needed to work with youth participating in the program, and

C.3.32.3.7 Conveniently located so that youth have access to public transportation, education and job sites.

C.3.32.4 The Contractor shall ensure that its community-based re-integration program services parallel the services and supports for youth of those in the Contractor's education program services provided at the Oak Hill Youth Center.

C.3.32.5 The Contractor's community-based re-integration program shall also provide the following for youth in its program:

C.3.32.5.1 Supervised internship program;

C.3.32.5.2 Site visits to prospective employers and post-secondary education sites; and

C.3.32.5.3 Connections to community-based agencies, adult mentors and support groups.

C.3.32.6 The Contractor's staff at the Oak Hill Youth Center shall provide the following community-based re-integration services and supports in order to prepare youth for services and settings after discharge:

C.3.32.6.1 A re-integration specialist with primary responsibility for management of youths' re-integration services and supports, and

C.3.32.6.2 Identification of DYRS and the Contractor's staff who will be involved in providing direct services to youth and facilitating youth's re-integration into the community.

C.3.32.7 The Contractor shall include the policies and guidelines for operating its community-based re-integration program, including hours of operations, in the DYRS School operation manual as described in Section **C.3.40.**

C.3.33 Basis for Student Promotion and Graduation

C.3.33.1 The Contractor shall ensure that students receive academic credits and are promoted when they complete DCPS required coursework. The Contractor shall record these credits on each student's transcript. Students who complete all required coursework shall be awarded a DCPS diploma. DCPS standard based curriculum systems including core course requirements and credits are contained in Applicable Document # 18, Section **C.1.1.**

C.3.33.2 The Contractor shall hold commencement exercises in June of each year for all students who satisfy the DCPS graduation requirements as well as those who have achieved other academic or vocational milestones.

C.3.33.3 The Contractor shall initiate the process for graduation and submit student names along with their eligibility records to the DCPS Superintendent for certification. The Contractor shall coordinate the date, time and place of the commencement exercise with the DYRS Program Manager for Education and Workforce Development.

C.3.33.4 The Contractor shall also provide completion ceremonies for students who successfully complete other major academic or vocational accomplishments or milestones.

C.3.33.5 The Contractor shall include the policies and guidelines for its commencement exercises and completion ceremonies in the DYRS School operation manual as described in Section **C.3.40.**

C.3.34 Maintenance of Student Records

C.3.34.1 The Contractor shall maintain a record of each student's performance including coursework in which a student is enrolled, credits and partial credits earned, performance on standardized measures of academic

assessments, and notable accomplishments such as vocational certificates earned, SAT or GED testing completed, and special honors or awards earned.

C.3.34.2 The Contractor shall secure all special education student records in accordance with IDEA requirements;

C.3.34.3 The Contractor shall make all student records available to DYRS and other authorized government officials for periodic audits and/or review, upon request.

C.3.34.4 The Contractor shall copy and forward students' records within 5 calendar days to schools requesting records after students are released from the Contractor's education program.

C.3.34.5 The Contractor shall include the policies and guidelines for its record management process in the DYRS School operation manual as described in Section **C.3.40.**

C.3.35 Youth Support and Development Services

C.3.35.1 The Contractor's education program shall include a process for early detection of students who require additional pro-social, positive behavioral and physical services or support.

C.3.35.2 The Contractor shall provide school counselors, a student support manager (SSM), behavior specialists, a school psychologist and re-integration specialists to provide intervention support. This group along with teaching and designated DYRS staff members shall comprise a Student Support Team (SST).

C.3.35.3 The Student Support Manager shall act as the Chairperson of the Student Support Team.

C.3.35.4 The Contractor shall ensure that as soon as a teacher or staff member notices that a student may need additional services or support in any area, the teacher or staff member refers the student and the issue to the student support team chaired by the student support manager (SSM).

C.3.35.5 The Contractor's youth development services shall facilitate cultural enrichment opportunities that include, but not limited to interventions reflecting multicultural awareness, cultural pride and African-American history activities.

C.3.35.6 The Contractor's education program intervention services shall be gender specific, culturally sensitive, asset based, and language appropriate;

C.3.35.7 The Contractor's intervention services shall include social, recreational,

and cultural enrichment activities; community transitional service support linkages and family engagement.

C.3.35.8 The Contractor shall ensure that youth development services are delivered from a strength and needs based model with emphasis on the acquisition of attitudes, behaviors and skills that foster awareness of healthy and conventional standards, improved family communication, decreased involvement in risky behaviors, increased self-esteem, increased personal control, increased optimism for the future, and increased involvement in structured activities.

C.3.35.9 The Contractor's youth development services shall facilitate social skill development activities that include, but are not limited to interventions that address adolescent development, life skills, health and pregnancy prevention, domestic violence and alcohol and substance abuse, conflict management and resolution, character development and effective communication and community involvement. Topics may also be related to information technology and professional development, business communication, and interpersonal development.

C.3.35.10 The Contractor's youth development services shall be included in the extended day program and with the DYRS youth development specialists. These services should compliment other more structured activities in the DYRS facility and may include nonviolent interactive video games that may reinforce positive behavior, sports, board games, and arts and crafts.

C.3.35.11 The SSM shall utilize all of the available resources within the DYRS School and community to support students both in and out of the classroom. (Examples of available resources are DYRS case managers or other appropriate DYRS representatives). The SSM intervention and guidance is crucial, because the SSM will be able to identify problem-solving strategies and work with staff to implement the strategies to resolve the issues or concerns.

C.3.35.12 The SSM shall refer the issue to the respective DYRS facility superintendent if the previous process fails and the issue persists.

C.3.35.13 When students experience persistent academic difficulties, any member of the DYRS School staff shall refer the child for counseling or other specialized services by the DYRS School counselor.

C.3.35.14 The Contractor shall include the policies and guidelines for its Youth support and development services in the DYRS School's operation manual as described in Section **C.3.40**.

C.3.36 **Behavior Management System**

C.3.36.1 The Contractor shall develop a DYRS School behavior management

system that is unified with the DYRS behavior management system. The unified behavior management system shall involve the responsibilities of the DYRS School's education staff and DYRS' youth development specialists. The unified behavior management system shall be designed to promote safety, order and responsible student behavior.

C.3.36.2 The Contractor's behavior management system shall include, but not limited to, the following:

C.3.36.2.1 ***Code of Conduct*:** The Contractor shall develop a code of conduct relevant to behavior in the DYRS School. The code of conduct shall complement the unified behavior management system.

C.3.36.2.1.1 The Code of Conduct should focus on the development of safe and responsible behavior and mutual respect among students and staff. The elements of the Contractor's Code of Conduct shall include but not limited to the following:

C.3.36.2.1.1.1 Students are prohibited from engaging in violence, using illegal drugs, or possessing any object that can serve as a weapon;

C.3.36.2.1.1.1.2 Students and staff must:

C.3.36.2.1.1.1.2.1 Practice courteous, considerate and cooperative behavior;

C.3.36.2.1.1.1.2.2 Respect self and others' need for a quiet environment during school hours and by engaging in appropriate behaviors in public space, and

C.3.36.2.1.1.1.2.3 Use positive language, one of praise and encouragement of others, at all times;

C.3.36.2.1.1.2 Individuals (students and staff, as applicable) are expected to:

C.3.36.2.1.1.2.1 Report to school every day on time;

C.3.36.2.1.1.2.2 Attend school prepared to achieve with a positive attitude, appropriate materials and completed homeroom assignments;

C.3.36.2.1.1.2.3 Learn self discipline;

C.3.36.2.1.1.2.4 Protect school property, and
C.3.36.2.1.1.2.5 Practice the golden rule: "Treat others the way you want to be treated".

C.3.36.2.2 ***Disciplinary Action:*** The Contractor shall work collaboratively with DYRS staff to provide guidance to students with an emphasis on self-regulation that will enable students to demonstrate the ability to make appropriate choices and decisions, assume responsibility for their actions

and practice self-discipline. For many students at the Oak Hill Youth Center, negative and overly punitive sanctions have not had their desired effect of promoting responsible, age-appropriate behavior in the past.

C.3.36.2.2 The Contractor's responses to inappropriate conduct for the DYRS School shall be based on the concept of Positive Behavior Intervention and Supports model, Applicable Document #20, Section **C.1.1.**

C.3.36.2.3 The Contractor shall use, at a minimum, the following responses when students violate the DYRS School Code of Conduct:

C.3.36.2.3.1 Behavior Contracts**;**
C.3.36.2.3.2 Informal Talk;
C.3.36.2.3.3 Warnings and Counseling;
C.3.36.2.3.4 Limits on Access to Privileges;
C.3.36.2.3.5 Peer Mediation;
C.3.36.2.3.6 Alternative Study Center (ASC), and
C.3.36.2.3.7 Referral to DYRS staff

C.3.36.3 The Contractor shall include polices and guidelines for the DYRS School behavioral management system in the DYRS School's operation manual as described in Section **C.3.40.**

C.3.36.4 The Contractor shall also submit its behavior management system plan to the DYRS Program Manager for Education and Workforce Development for review and approval within 30 days after contract award in accordance with the transition requirements described in Section **C.3.44** and Section F.

C.3.37 **Parent and Family Involvement**

C.3.37.1 The Contractor shall ensure that its education program provides frequent opportunities for parents/guardians to be actively involved in the academic and career preparation of their children.

C.3.37.2 The Contractor shall ensure parents/guardians involvement by including in its education program, at a minimum, but not limited to the following: 1) regularly scheduled parent-teacher conferences, 2) the creation of a parent /guardian teacher association that meets at least on a quarterly basis with the student support team described in Sections **C.1.2.18, C.3.35.2** and **C.3.35.3** and DYRS facility administrators to plan activities involving families and youth, and 3) school sponsored special events to which parents are invited**.**

C.3.37.3 The Contractor shall ensure that parent/guardians have a voice in the DYRS School's operations by working with the DYRS School's student support manager and principal through the parent/guardian teacher association as described in Section **C.3.37.2.**

C.3.37.4. The Contractor shall coordinate access to the Oak Hill Youth Center for all parent and family activities at the DYRS School through the DYRS Program Manager for Education and Workforce Development or designee.

C.3.37.5 The Contractor shall include polices and guidelines for its parent involvement activities the DYRS School's operation manual as described in Section **C.3.40**.

C.3.38 Community Participation

C.3.38.1 The Contractor shall work collaboratively with the DYRS staff and the Washington Metropolitan communities to build partnerships with the community in the following three areas: 1) education, vocational preparation, and employment; 2) cultural activities and the arts; and 3) recreation and leisure time activities.

C.3.38.1.1 ***Education, Vocational Preparation and Employment:*** The Contractor's activities involving education and vocational preparation shall include: 1) internships and student placements with businesses and education programs in the community after their release from the DYRS Oak Hill Youth Center (See Section **C.3.32)**; 2) opportunities for visits to the DYRS School by employers and post-secondary education recruiters to discuss post placement options and opportunities; 3) encourage sponsorships from businesses for special events and activities; and, 4) formal mentoring and leadership programs that assist youth while they are incarcerated and support their re-integration into the community upon release.

C.3.38.1.2 ***Cultural and Arts Activities:*** The Contractor shall schedule at least monthly, special events that include activities and presentations by artists, musicians, writers, or other individuals or groups. The preferred time for scheduling these activities is during the extended day program period (between 4:00 p.m. and 6:00 p.m. weekdays and from 9:00 a.m. to 12:00 p.m. on Saturdays). The Contractor shall coordinate these activities through the DYRS Program Manager for Education and Workforce Development

C.3.38.1.3 ***Leisure Time Activities:*** The Contractor shall provide group and individual pursuits, games and tournaments, and student initiated activities and invite outside community participation. The preferred time for scheduling these activities is during the extended day program period (between 4:00 p.m. and 6:00 p.m. weekdays and from 9:00 a.m. to 12:00 p.m. on Saturdays). The Contractor shall coordinate these activities through the DYRS Program Manager for Education and Workforce Development.

C.3.38.2 The Contractor shall include polices and guidelines for its community participation activities in the DYRS School operation manual as described in Section **C.3.40.**

C.3.39 Staff Qualifications, Staff Development, and Staff Policies

C.3.39.1 The Contractor shall provide highly qualified, culturally competent and well-trained staff to provide services under this contract. The Contractor's personnel hired to teach shall be certified in the content specified by subject and grade level area in accordance with Title 5, DCMR, Chapter 16, Personnel Qualifications, Applicable Document # 21, and Section **C.1.1.** The Contractor shall document that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensing.

C.3.39.2 The Contractor shall also ensure that staff is competent and sensitive in providing educational services to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals. The Contractor shall ensure that staff is trained to work with students' parents/guardians and extended family members.

C.3.39.3 The Contractor shall recruit, interview, hire, train and supervise all education and administrative staff in accordance with the transition requirements as described in Section **C.3.44.**

C.3.39.4 The Contractor shall prepare a written job description for each staff member of the Contractor's education program, which clearly delineates their assigned responsibilities. The Contractor shall include the position descriptions in the DCPS School's operation manual as described in Section **C.3.40**.

C.3.39.5 The Contractor shall monitor the performance of its education program staff to ensure adequate job performance in accordance with the requirements of the contract**.**

C.3.39.6 The Contractor shall develop a staffing plan including number of FTEs with positions and staff deployment schedule. The Contractor shall include its staffing plan in the DYRS School's operation manual as described in Section **C.3.40**.

C.3.39.7 The Contractor shall provide an appropriate number of staff and related services' personnel to administer its education program in accordance with Title 5, DCMR, Chapter 10, General Personnel Policy, Applicable Document # 22, Section **C.1.1,** by the end of the transition period and throughout the term of the contract. Should the Contractor's personnel normally assigned to provide education services not be available, the Contractor shall provide appropriate replacement personnel to cover these services as scheduled.

C.3.39.8 The Contractor shall provide all education services at the locations specified in the contract. The District retains the right to review and approve locations and staffing identified. The Contractor shall ensure staff coverage during

periods of vacations, holidays, continuing education and unscheduled absences.

C.3.39.9 The Contractor shall provide coverage for all staff positions in the event of resignation or termination.

C.3.39.10 The Contractor shall not bind any of its employees, or those under contract with the Contractor, to any agreement, which would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent contractors, in or from accepting employment with any subsequent education provider in the District of Columbia.

C.3.39.11 The Contractor shall employ at least one teacher or teaching assistant fluent in Spanish to assist non-native English speaking students.

C.3.39.12 The Contractor shall provide cooperation and all available information upon request by the DYRS Office of Internal Integrity regarding any allegations by students enrolled in the DYRS School that may include, but not limited to the following: abuse, neglect, harassment, and discrimination.

C.3.39.13 The Contractor's specific requirements regarding staff, staff qualifications, staff development and staff policies shall include the following:

C.3.39.13.1 ***Staff and staff Qualifications:*** The Contractor's staff and staff qualifications shall include, but not limited to, the following:

C.3.39.13.2 **Principal or Education Director –** The Contractor's principal or education director shall possess a master's degree in education, social work, or related area of study from an accredited college or university. The principal or education director shall have, at a minimum, 4 years experience as a teacher of displaced, incarcerated or at-risk youth and shall possess training related to program management. The principal or education director shall possess or be eligible for DCPS certification as a principal or administrator, also have a minimum of two years in the management of youth services, supervision of personnel providing youth services in a youth correctional setting and/or work with inner city juvenile justice populations.

C.3.39.13.2 **Teachers –** The teachers employed by the Contractor shall possess or be eligible for certification by DCPS in the appropriate content area in which they teach and shall have experience in working with incarcerated or at-risk youth.

C.3.39.13.3 **Para-professionals or Instructional Assistants –** The Contractor's para-professionals or Instructional Assistants shall possess at a minimum an Associate in Arts (A.A.) degree and/or have at a minimum 5 years experience working in education or treatment programs with incarcerated or at-risk youth.

C.3.39.13.4 **Vocational and Career Academy Specialists** – The Contractor's vocational and career academy lead teachers shall have at least a bachelor's degree and a minimum of 5 years experience working with incarcerated or at-risk youth. The vocational and career academy lead teachers shall possess a teaching certificate and have experience that includes planning, coordinating and implementing vocational awareness, job training, employability skill development activities, and expertise in their content area.

C.3.39.13.5 **Psychologist** – The Contractor shall hire a psychologist that has a professional degree in his or her respective field from an accredited college or university and shall be licensed in accordance the District of Columbia Health Occupation Act of 1985, DC Law -6-99, Applicable Document # 23, Section **C.1.1**.

C.3.39.13.6 **Social Worker** – The Contractor's social worker shall have a professional degree in his or her respective field from an accredited college or university and shall be licensed in accordance the District of Columbia Health Occupation Act of 1985, DC Law -6-99, Applicable Document # 23, Section **C.1.1**.

C.3.39.13.7 **Guidance Counselor** - The Contractor's guidance counselor shall have a professional degree in his or her respective field from an accredited college or university and an appropriate current license or certificate, if required by law, and an appropriate certification as required by DCPS.

C.3.39.13.8 **Student Support Manager (SSM)** – The Contractor's student support manager shall have a baccalaureate degree in criminal justice, social work, sociology of one of the other social sciences from an accredited college or university and an appropriate license or certificate if required by law – The Contractor's student support manager shall possess or be eligible for certification in education and have experience working with displaced including incarcerated or at-risk youth.

C.3.39.13.9 **Behavioral Specialists** – The Contractor's behavioral specialists shall have at a minimum, a baccalaureate degree in criminal justice, social work, sociology, physical education, recreation or a concentration in social science and demonstrated experience with displaced including incarcerated or at-risk youth.

C.3.39.13.10 **Community Re-integration Specialists** – The Contractor's community re-integration specialists shall have at a minimum, a baccalaureate degree in criminal justice, social work, sociology, physical education, recreation or a related field and experience with displaced including incarcerated or at-risk youth.

C.3.39.13.11 **Dedicated Aide** – The Contractor's dedicated aide shall have at a minimum, an associates' degree or a total of 60 hours of college credit in the fields of

education or child care.

C.3.39.13.12 **Special Education Aide** – The Contractor's special education aide shall have at a minimum, an associates' degree or a total of 60 hours of college credit in the fields of education or child care. The Contractor's special education aide shall have work experience and educational training in specific techniques employed to assist in instruction of the moderately to severely handicapped persons in accordance with the specificity of the program.

C.3.39.13.13 **Teacher Aide** – The Contractor's teacher aide shall have at a minimum, an associates' degree or a total of 60 hours of college credit in the fields of education or child care.

C.3.39.14 The Contractor shall ensure that all staff members whose job responsibilities require driving or transporting of youth on behalf of the Contractor have a valid driver's license

C.3.39.15 The Contractor shall ensure that the social services, professional services, and other school staff possess and maintain certifications in Cardio-Pulmonary Resuscitation (CPR) and First Aid within 60 days of performing services under this contract. The Contractor shall submit verification of this certification to COTR within 90 days after staff member is hired by the Contractor.

C.3.39.16 ***Staff Orientation, In-service Training and Professional Development:*** The Contractor's staff orientation, professional development and in-service training shall include the following:

C.3.39.16.1 ***Staff Orientation:*** The Contractor shall develop a staff orientation curriculum to conduct orientation sessions for all current and newly hired staff prior to their delivering services under the contract. The staff orientation shall, among other things, establish and promote DYRS and the DCPS Mission and Philosophy statements, Applicable Document #16 and Applicable Document #17, Section **C.1.1**, respectively.

The Contractor's staff orientation curriculum shall at a minimum include the following areas:

C.3.39.16.2 operating procedures including general facility and staff personnel rules, DYRS security procedures, student intake and assessment process, students rights and responsibilities, reporting of child abuse and neglect, daily living experiences, professional relationships with students, behavior management, monitoring and supervision, use of restraints, confidentiality and privacy of youth and youth's records, administration of medications protocols, medical emergency plans, and first aid procedures;

C.3.39.16.3 population specific topics including the recognition and understanding of the

typical developmental pathways, the identification and recognition of youth strengths and needs, maintaining an atmosphere of respect with youth and avoiding confrontation with students; and

C.3.39.16.4 Service specific items including development of Individualized Education and Transition Plans (IEPs), described in Section **C.3.29.3.1,** based on the youth's strengths and needs, academic and vocational assessment, identification of community resources, promoting achievement, ability to work with and as a contributing member of an interdisciplinary team, family involvement, achievement of critical goals, and systems and procedures for quality assurance and accountability of service delivery systems.

C.3.39.16.5 The Contractor shall develop an orientation curriculum and an orientation schedule, including dates, times, topics and locations of scheduled staff orientations to be conducted for new staff members.

C.3.39.16.6 The Contractor shall include the policies and guidelines for its staff orientation in the DYRS School's operation manual as described in Section **C.3.40.**

C.3.39.16.7 The Contractor shall submit a finalized curriculum and proposed training schedules for staff orientation to the COTR in accordance with the transition requirements in Section **C.3.44** and Section F.

C.3.39.17 ***In-service Training:*** The Contractor shall provide the following in-service training:

C.3.39.17.1 The Contractor shall provide a minimum of 40 hours of cumulative in-service training for all staff each year coinciding with the period of performance of the contract. Topics shall include instructional strategies, development in interdisciplinary projects, curriculum-based assessment, positive youth development and support, and other sessions related to providing educational services to the displaced youth including incarcerated and at-risk youth.

C.3.39.17.2 The Contractor shall develop and provide position/role specific, advanced in-service training curriculum no less often than twice each year (for a total time of not less than 40 hours) for DYRS's support and youth development staff that are not employed by the Contractor. This training is designed to strengthen the relationship between the education program and other staff employed by DYRS and build on the skills and interests of all staff working with youth. Proposed course topics, instructors, and scheduling shall be coordinated between the Contractor and DYRS Program Manager for Education and Workforce Development.

C.3.39.17.3 The Contractor shall identify proposed individuals and agencies with expertise in topics that will be used to provide staff in-service training as part of the Contractor's training curriculum described in Section

C.3.39.17.4.

C.3.39.17.4 The Contractor shall develop an in-service training curriculum and schedules for all current and newly hired staff.

C.3.39.17.5 The Contractor shall develop an in-service training curriculum and schedule, including dates, times, topics and locations of scheduled staff in-service training to be conducted for staff members.

C.3.39.17.6 The Contractor shall include policies and guidelines for the DYRS School staff in-service training in the DYRS School operation manual as described in Section **C.3.40.**

C.3.39.17.7 The Contractor shall submit a finalized copy of the curriculum and proposed training schedules for staff in-service training to the COTR in accordance with the transition requirements in Section **C.3.44** and Section F.

C.3.39.18 ***Professional Development:*** The Contractor shall provide the following staff development activities:

C.3.39.18.1 The Contractor shall coordinate with the Program Manager for Education and Workforce Development and DCPS' Office of Workforce Development located at 315 G Street, NE, Washington, DC to obtain a list of DCPS staff development opportunities for its education instructional personnel and administrators. The telephone number is (202) 698-4342.

C.3.39.18.2 The Contractor shall develop a professional development plan for its instructional personnel and administrators.

C.3.39.18.3 The Contractor shall coordinate with DCPS' Office of the Assistant Superintendent, Region IV to obtain training in DCPS' student data tracking systems for its instructional personnel and administrators.

C.3.39.18.4 The Contractor shall ensure that its professional staff participates in all staff development training required to maintain professional licenses and certifications.

C.3.39.18.5 The Contractor shall be responsible for ensuring that all education program personnel participate in the DYRS "Suicide Prevention" and "Handle with Care Training."

C.3.39.18.6 The Contractor shall include the policies and guidelines for its professional development plan for the instructional personnel and administrators in the DYRS School operation manual as described in Section C.3.40

C.3.39.18.7 The Contractor shall submit a finalized copy of its professional development plan to the COTR 30 days after contract award in accordance with the transition requirements in Section **C.3.44** and Section F.

C.3.39.19 ***Staff Policies:*** The Contractor shall develop and maintain policies and procedures that address and promote the recruitment, selection, and retention of qualified staff as described in Section **C.3.39.3.** The Contractor's staff policies shall include at a minimum provisions for the following:

C.3.39.19.1 Paid vacations, sick leave, employee benefits and performance evaluations;

C.3.39.19.2 Provisions for the maintenance of staff records including applications, licenses certifications, security and medical clearances, and in-service training completed;

C.3.39.19.3 Verification, confirmation, and maintenance of documentation of satisfactory criminal background and child protection register clearance, medical examination, and negative drug and alcohol screening for employees in safety sensitive positions in accordance with District law described in Section **H.11**

C.3.39.19.4 Verification and confirmation of professional and personal references for new hires;

C.3.39.19.5 Specific position descriptions describing at a minimum the qualifications, functional responsibilities, expected contributions to the delivery of services, performance expectations, and the in-service training requirements for each position; and

C.3.39.19.6 A staff/teacher to student ratio of 2:10.

C.3.39.20 The Contractor shall include the DYRS School's staff policies and guidelines in the DYRS School's operation manual as described in Section **C.3.40**.

C.3.40 **Draft and Final DYRS School Operation Manual**

C.3.40.1 The Contractor shall develop and submit a draft DYRS School Operation Manual to the DYRS Program Manager for Education and Workforce Development for review and approval 45 days after contract award in accordance with Section **C.3.44**, Transition Requirements. If revisions to the DYRS School Operation Manual are requested by the DYRS Program Manager for Education and Workforce Development, the Contractor shall make the revisions and submit the revised manual to the DYRS Program Manager for Education and Workforce Development for final approval within 15 days following receipt of the DYRS Program Manager for Education and Workforce Development requested revisions. If there are no requested revisions, the Contractor shall complete the DYRS School Operation Manual and begin adherence to the policies and procedures contained in the DYRS School Operation Manual. The draft and final

DYRS School Operation Manual shall include but not limited to the following:

C.3 40.1.1 DYRS School calendar that also includes staff in-service training and DCPS school holidays as described in **C.3.8**;

C.3.40.1.2 Format for student performance rubric for student portfolios as described in Section **C.3.15**;

C.3.40.1.3 DYRS School Mission and Vision statement as described in Section **C.3.19**;

C.3.40.1.4 Policies and Guidelines for the elective courses that will be offered as described in Section **C.3.29.3.2.6**;

C.3.40.1.5 Policies and Guidelines for the vocational and employment training including a listing of the vocational and employment training opportunities that will be made available to students as described in Section **C.3.29.3.3.2**;

C.3.40.1.6 Policies and Guidelines for the Contractor's extended day program operations as described in Section **C.3.30.2.3.6**;

C.3.40.1.7 Policies and Guidelines for the Contractor's summer school program operations as described in Section **C.3.31.5.5**;

C.3.40.1.8 Policies and Guidelines for Contractor's community-based re-integration program, including hours of operations as described in Section **C.3.32.7**;

C.3.40.1.9 Policies and Guidelines for providing DYRS School commencement exercises and completion ceremonies as described in Section **C.3.33.5**;

C.3.40.1.10 Policies and guidelines for keeping student records as described in Section **C.3.34.5**;

C.3.40.1.11 Policies and Guidelines for the Youth Support and Development Services processes as described in Section **C.3.35.14**;

C.3.40.1.12 Polices and guidelines for the DYRS School behavioral management processes as described in Section **C.3.36.3**;

C.3.40.1.13 Policies and Guidelines for the Contractor's Parent Involvement activities as described in Section **C.3.37.5**

C.3.40.1.14 Policies and Guidelines for fostering community participation as described in Section **C.3.38.2;**

C.3.40.1.15 Position descriptions for all professional and administrative staff as described in Section **C.3.39.4**

C.3.40.1.16 DYRS School Staffing Plan as described in Section **C.3.39.6**;

C.3.40.1.17 Staff orientation policies and guidelines as described in Section **C.3.39.16.6;**

C.3.40.1.18 Policies and guidelines for staff in-service training as described in Section **C.3.39.17.6**;

C.3.40.1.19 Policies and guidelines for staff professional development as described in Section **C.3.39.18.6;**

C.3.40.1.20 Staff Policies as described in Section **C.3.39.20**;

C.3.40.1.21 Contractor's quality assurance plan as described in Section **C.3.41.4.4;**

C.3.40.1.22 Contractor's sub-contractor's quality assurance plan as described in Section **C.3.41.5.6;**

C.3.40.1.23 Contractor's accountability plan as described in Section **C.3.41.7**; and

C.3.40.1.24 Policies and guidelines for the Contractor's management information system as described in Section **C.3.42.3**.

C.3.41 **Quality Assurance and Accountability Systems**

C.3.41.1 The Contractor shall designate a staff member to serve as the quality assurance and accountability coordinator and DYRS point of contact for on-going improvement initiatives.

C.3.41.2 ***Quality Assurance Plan:*** The Contractor's quality assurance plans shall provide the Contractor with on-going capacity to review and assess the delivery of services and identify weaknesses, strengths, and potential methods or alternative approaches to improve the delivery of required services. The Contractor's Quality Assurance plans shall also be developed to ensure that the Contractor has the internal policies and procedures to assure participation in required meetings and maintaining thorough and accurate documentation and records.

C.3.41.3 The Contractor's Quality Assurance plans shall also be developed to ensure that the Contractor has the internal policies and procedures to assure participation in required meetings and maintaining thorough and accurate documentation and records.

C.3.41.4 The Contractor shall develop and implement a quality assurance plan to address at a minimum the following:

C.3.41.4.1 Systems, procedures, and processes to be utilized to review the development and delivery of educational services;

C.3.41.4.2 The governance criteria as required by the Middle States Association Committee on Institution-Wide Accreditation, Applicable Document #5, Section **C.1.1**.

C.3.41.4.3 Successful and effective areas of the Contractor's service delivery and approach and identified areas of concern or possible deficiencies and potential improvements.

C.3.41.4.4 The Contractor shall include the Contractor's quality assurance plan in the DYRS School operation manual as described in Section **C.3.40**

C.3.41.5 ***Sub-contractors Quality Assurance Plan:*** The Contractor shall develop and provide a quality assurance plan for all sub-contractors to perform services under this contract. The Contractor's sub-contractor quality assurance plan shall be designed to ensure the delivery of services as described in this section. The Contractor's sub-contractor quality assurance plan shall at a minimum address the following:

C.3.41.5.1 Selection criteria for sub-contractors;

C.3.41.5.2 Documentation and verification of the sub-contractors' experience in delivering similar services;

C.3.41.5.3 Verification that the qualifications and credentials of the sub-contractors' staff meet or exceed the minimum staffing qualifications, and

C.3.41.5.4 Monitoring plan that includes the method and frequency for implementing the review and assessment of sub-contractors' performance;

C.3.41.5.5 Written sub-contractors' agreements that clearly articulate the expectations and performance requirements for the Contractor and the sub-contractors;

C.3.41.5.6 The Contractor shall include its sub-contracting quality assurance plan in the DYRS School operation manual as described in Section **C.3.40.**

C.3.41.6 ***Accountability Plan:*** The Contractor shall develop and implement an accountability plan that at a minimum addresses the evaluation criteria outlined in the DCPS State Accountability Plan, Applicable Document #8, and Section **C.1.1**.

C.3.41.6.1 The Contractor's accountability plan shall be incorporated in the design of services and routinely integrated in the day-to-day operations of the service delivery and shall focus on processes, results and outcomes critical to achieving the established goals. The Contractor's Accountability Plan shall also address the following:

C.3.41.6.1.1 Contractor's Accountability Plan shall also address the following:

C.3.41.6.1.2 Documentation and tracking of the delivery of services;

C.3.41.6.1.3 Compliance with the Contractor's Quality Assurance Plan;

C.3.41.6.1.4 Utilization of the student performance rubric to track performance measures to indicate the appropriateness and effectiveness of services relative to the student's strengths and needs, established goals and desired outcomes;

C.3.41.7 The Contractor shall include its accountability plan in the DYRS School operation manual as described in Section **C.3.40.**

C.3.42 **Management Information System**

C.3.42.1 The Contractor shall provide and maintain a management information system (MIS) with the capacity and capability to gather and receive data in an accurate and timely manner to support the delivery of educational services as described in Section C.

C.3.42.2 The Contractor's MIS system shall, at a minimum, provide the capacity and capability to perform the following:

C.3.42.2.1 Document the Contractor's quality assurance system which includes the Contractor's quality assurance and accountability plans;

C.3.42.2.2 Maintain all student records, including IEPs and IETPs;

C.3.42.2.3 Maintain data related to staff performance and delivery of program services;

C.3.42.2.4 Provide the Contractor's reporting requirements listed in Section F of the contract, and

C.3.42.2.5 Maintain the Contractor's other records and documentation.

C.3.42.3 The Contractor shall include the policies and guidelines for its management information system in its operations manual in accordance with Section **C.3.40**.

C.3.43 **Meetings and Reporting Requirements**

C.3.43.1 The Contractor's shall ensure that all meetings, reporting and record keeping and documentation requirements are performed in accordance with the following:

C.3.43.1.1 ***Meeting Requirements:*** The Contractor shall ensure the attendance of designated Contractor's' staff at all quarterly staff meetings hosted by DYRS as described in Section **H.10.8,** and shall ensure attendance by the Principal at weekly meetings with the Facility Superintendent. The quarterly and weekly meetings will provide for the discussion of relevant service

delivery issues, notification of DYRS revised policies and procedures, announcement of future DYRS sponsored training opportunities, allowance for dialogue among the Contractor to enhance the use of shared resources.

C.3.43.1.2 The Contractor's shall ensure participation of Contractor's' staff in MDT meetings as described in Sections **C.3.29.3.1.5** and **C.3.29.3.1.6** and any meetings of the Student Support Team (SST) described in Section **C.3.35.2.**

C.3.43.1.2 ***Reporting Requirements:*** The Contractor shall provide reports and other data to document the delivery of services in accordance with Section F, Deliverables, of this contract.

C.3.43.1.2.1 The Contractor shall provide data and reports regarding students enrolled in the Contractor's education program, implementing state standards and curriculum, administering state assessments of the students, and complying with the provisions of the Individuals with Disabilities Education Act (IDEA) Applicable Document #9, Section **C.1.1**, in accordance with the DCPS State Accountability Plan, Applicable Document #8, and Section C.1.1.

C.3.43.1.2.1.2 The Contractor shall provide a daily student absenteeism report for students enrolled in the Contractor's community-based re-integration program.

C.3.43.1.2.1.3 The Contractor shall provide prompt and accurate reporting and documentation of all unusual incidents such as an encounter with students or staff. The report shall be provided utilizing the Department of Youth Rehabilitation Services Unusual Incident Report format, Attachment **J.1.1.**

C.3.43.1.2.1.4 The Contractor shall provide prompt and accurate reporting and documentation of any reported or suspected child abuse or neglect.

C.3.43.1.2.1.5 The Contractor shall provide a student Monthly Progress Report for each student enrolled in the DYRS School and community-based re-integration program to include documentation of services and activity for each student during the prior month in support of the student's IEP and IETP including but not limited to the following:

C.3.43.1.2.1.5.1 IEP and IETP Updates as described in Section **C.3.29.3.1;**

C.3.43.1.2.1.5.2 Vocational and employment training data including name of each student participant and area of instruction **as** described in Section **3.29.3.3;**

C.3.43.1.2.1.5.3 Extended day program activities and progress for each student as described in Section **C.3.30**;

C.3.43.1.2.1.5.4 Summer school scheduling activities for each student as described in Section **C.3.31**;

C.3.43.1.2.1.5.5 Names of students transitioned from the Oak Hill Youth Center education services to the community-based re-integration program and name of the Contractor's re-integration specialist(s) assigned to each of the students; daily enrollment, daily attendance and progress of each youth who participated in the community-based re-integration program; types of community partnership activities in which students were involved and name of each student involved; and name of each student transitioned back to the community following completion of the 90-day community-based reintegration program activities, along with type of re-integration activities as described in Section **C.3.32** and **C.3.38;**

C.3.43.1.2.1.5.6 Number and names of students promoted and graduated or eligible for graduation as described in Section **C.3.33;**

C.3.43.1.2.1.5.7 Number and names of youth that received youth support and development services and nature of support and services as described in Section **C.3.35**;

C.3.43.1.2.1.5.8 Name of students who have been in noncompliance in accordance with the guidelines set forth in the Behavior Management System as described in Section **C.3.36;**

C.3.43.1.2.1.6 The Contractor shall provide a cumulative monthly student progress report that includes cumulative totals from the student monthly progress reports of services provided by service area.

C.3.43.1.2.1.7 The Contractor shall provide an annual student monthly progress report reflecting the cumulative totals from the Contractor's cumulative monthly student reports.

C.3.43.1.2.1.8 The Contractor shall provide a monthly program report that includes, but not limited to, the following:

C.3.43.1.2.1.8.1 Schedule of staff orientations, in-service training and professional development scheduled for the coming month, including date(s) and time(s);

C.3.43.1.2.1.8.2 Schedule of program activities including facility events, and other activities including date(s) and time(s); and,

C.3.43.1.2.1.9 The Contractor shall provide an annual program report reflecting the cumulative total of the Contractor's monthly program reports;

C.3.43.1.2.1.10 The Contractor shall assemble, develop, and provide all required reports in an accurate, logical, and comprehensive manner in accordance with the reporting requirements described in Section F.

C.3.44 Transition Requirements

C.3.44.1 The Contractor shall perform the transition requirements in accordance with the tasks and due dates stated in the chart below:

	Transition Task	Requirement Section	Due Date
1	Develop and submit a DYRS School Behavioral management system plan for approval	**C.3.36.4**	30 days after contract award
2	Recruit, interview, and hire staff	**C.3.39.3**	By the end of the transition period
3	Staff orientation curriculum and proposed training schedules	**C.3.39.16.5**	30 days after contract award
4	Staff in-service curriculum and proposed training schedules for current and new staff	**C.3.39.17.7**	30 days after contract award
5	Professional development plan	**C.3.39.18.7**	30 days after contract award
6	Draft operations manual to include at a minimum, the items outlined in the requirement section	**C.3.40**	To the Program Manager for Education and Workforce Development 45 days after contract award
7	Criminal background checks and drug testing for all staff	**H.11**	Prior to providing services under the contract
8	Validated government furnished property inventory	**H.16.1**	30 days after contract award

SECTION D: PACKAGING AND MARKING

This Section is not applicable to this contract.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

E.2 The State Education Agency will monitor the Contractor's education program to determine compliance with all federal and District laws governing education. The frequency and methods of the reviews will be based on regulations applicable to these laws.

E.3 The Department of Youth Rehabilitation Services (DYRS) will monitor the contractor's education program for compliance in accordance with Memorandum Order B of the Jerry M Consent Decree, Applicable Document #4, and Section **C.1.1**.

The Department of Youth Rehabilitation Services will conduct periodic scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing with the Contractor performance relative to the terms and conditions of the contract.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a multiyear period of three (3) years from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2), one-year terms, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District 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 thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
1	Draft DYRS School Operation Manual in accordance with Sections **C.3.2, C.3.40 and C. 3.44**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	45 days after contract Award	COTR
2	Interim IEP for students with a history of special education that do not have a current IEP, if needed, in accordance with Section **C.3.29.3.1.5**	2	Hard copies clearly labeled with the following: - Deliverable Name - Student Name - Date completed - Date submitted	30 days of student's placement in the DYRS School	COTR

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
3	Finalized IEP for students with a history of special education that do not have a current IEP in accordance with Section **C.3.29.3.1.6**	2	Hard copies clearly labeled with the following: - Deliverable Name - Student Name - Date completed - Date submitted	45 days of student's placement in the DYRS School	COTR
4	IEP for non-specialized education students, if needed, in accordance with Section **C.3.29.3.1.7**	2	Hard copies clearly labeled with the following: - Deliverable Name - Student Name - Date completed - Date submitted	45 days of the youth placement in the DYRS School	COTR
5	IETP updates, if needed, in accordance with Section **C.3.29.3.1.12**	2	Hard copies clearly labeled with the following: - Deliverable Name - Student Name - Date completed - Date submitted	No less frequently than every 90 days	COTR
6	Data and reports regarding students enrolled in Contractor's program; state standards; curriculum; student state assessments; and all other state reporting requirements in accordance with the DCPS State Accountability Plan as described in Section **C.3.11**	2	As requested by the State Education Agency (SEA)	As requested by the SEA	As requested by the SEA
7	Student absenteeism report for students enrolled in the Community-Based Re-integration Program as required in Section **C.3.43.1.2.1.2**	2	Electronically	Daily	Program Manager for Education and Workforce Develop-ment

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
12	Annual Student Progress Report in accordance with Section **C.3.43.1.2.1.7**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	30 days after end of contract year reflecting data from the Cumulative Monthly Student Progress Reports	The Program Manager for Education and Workforce Develop-ment and the COTR
13	Monthly Program Report in accordance with Sections **C.3.43.1.2.1.8** thru **C.3.43.1.2.1.8.2**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	10th day of each month and at least 10 days prior to submission of Contractor's monthly invoice, reflecting prior month's program activities	The Program Manager for Education and Workforce Development and the COTR
14	Annual Program Report in accordance with Section **C.3.43.1.2.1.9**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	30 days following the end of the contract year reflecting cumulative data from that year's Monthly Program Reports	The Program Manager for Education and Workforce Develop-ment and the COTR
15	Staff orientation curriculum and proposed training schedules in accordance with **C.39.16.5**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	30 days after contract award for the first contract year and on June 1st each subsequent year	**COTR**
16	In-service curriculum and proposed training schedules in accordance with **C.3.39.17.5**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	30 days after contract award for the first contract year and on June 1st each subsequent year	**COTR**

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
17	Finalized professional development plan in accordance with **C.3.39.18.7**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	30 days after contract award for the first contract year and on June 1st each subsequent year	**COTR**
18	Behavioral Management System Plan in accordance with Section **C.3.36.4**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	30 days after contract award	The Program Manager for Education and Workforce Develop-ment and the COTR
19	Current Government furnished-property validation in accordance with Section **H.16.1**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	30 days after contract award	The Program Manager for Education and Workforce Develop-ment and the COTR
20	Proposed staff Criminal background Check reports in accordance with Section **H.11**	2	Hard copies clearly labeled with the following: - Deliverable Name - Date completed - Date submitted	Prior to staff providing direct services under this contract in accordance with Section **H.11.4**	**COTR**
21	51% District Residents New Hires Report in accordance with Section **H.6.4**	1	Hard copies clearly labeled with the following: - Deliverable Name - Date submitted	With submission of final invoice for payment	**Contract-ing Officer**

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis for CLINs 0001, 0002, 0003, 0004, 0005, 0006 and 0007 no earlier than 10 days following the submission of the Contractor's Cumulative Monthly Student Progress Report as described in Section F, Deliverables, of this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in **G.7** and the Agency Chief Administrative Officer. The address of the CFO is:

Name/Title: Office of the Chief Financial Officer
Agency: Department of Youth Rehabilitation Services
Address: 64 New York Avenue, NE
Washington, DC 20002
Telephone: (202) 442-7820
Attention: Accounts Payable

The Agency Chief Administrative Officer is:

Name/Title: Chief Administrative Officer
Agency: Department of Youth Rehabilitation Services
Address: Central Administration Building
8300 Riverton Court
Laurel, Maryland 20724-1430

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date

invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the services were delivered or performed and receipts for cost reimbursement items as described in **G.10.1** and in accordance with Section **I.11**;

G.2.2.4 Summary of services provided described in CLINs 0001, 0002, 0003, 0004, 0005, 0006 and 0007;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in **G.2.2.6** above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section **H.6.5.**

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer' s final determination or approval of waiver of the Contractor' s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

The District will pay the amount due the Contractor under this contract after:

G.4.1 Acceptance of the work; and

G.4.2 Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

the 3rd day after the required payment date for meat or a meat product;
the 5th day after the required payment date for an agricultural commodity; or
the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

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

Name:	Hans Paeffgen
Title:	Contracting Officer
	Department of Youth Rehabilitation Services
Address:	441 4th Street, NW, Suite 700 South

Washington, DC 20001
Telephone: (202) 724-4982

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER' S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor' s compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is**:**

Name: Kathy Ashe
Title: Special Assistant
Agency: Department of Youth Rehabilitation Services
Address 1000 Mount Olivet Road, NE
Washington, DC 20002-2210
Telephone: (202) 576-8397

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 COST REIMBURSEMENT CEILING

G.10.1 Cost reimbursement ceilings for this contract are set forth in Section **B.3** The Contractor shall purchase on a cost-reimbursement basis small furnishings and equipment, such as black boards, projectors, small tables, or drawing boards, if needed, for the existing and new school facilities. The cost of no one item shall be in excess of five-hundred dollars ($500.00).

G.10.2 Payment for the cost-reimbursement element under this contract shall not exceed the cost reimbursement ceiling specified in Section **B.3** of the contract.

G.10.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.

G.10.4 The Contractor must notify the Contracting Officer, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.

G.10.5 As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this contract.

G.10.6 The District is not obligated to reimburse the Contractor for indirect costs incurred in excess of the cost reimbursement ceiling specified in Section **B.3** listed in the Contract and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in Section **B.3** listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.

G.10.7 No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.

G.10.8 If any cost reimbursement ceiling specified in Section **B.3** listed in the contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to

the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.10.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.3 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

G.10.10 For cost-reimbursement CLINs under this contract 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 cost audited as described in Section **H.17.**

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2104, Revision No. 3, dated November 7, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section **J.1.2**. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 WAY TO WORK AMENDMENT ACT OF 2006

H.3.1 Except as described in **H.3.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period).

H.3.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at **www.ocp.dc.gov**.

H.3.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.3.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at **www.ocp.dc.gov.**

H.3.5 The Contractor shall provide a copy of the Fact Sheet attached as **J.1.3** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.1.4** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.3.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.3.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

H.3.8 **The requirements of the Living Wage Act of 2006 do not apply to:**

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher

education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence
Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.3.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of section 109 of the Living Wage Act of 2006.

H.4 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the 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 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection **G.9** who

will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the feasibility for release of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.6.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").

H.6.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section **J.2.1**) in which the Contractor shall agree that:

The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

H.6.2.1 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.6.2.2 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
(1) Number of employees needed;
(2) Number of current employees transferred;
(3) Number of new job openings created;
(4).Number of job openings listed with DOES;
(5)Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the

cumulative total number of employees hired, including:

(a) Name;
(b) Social security number;
(c) Job title;
(d) Hire date;
(e) Residence; and
(f) Referral source for all new hires.

H.6.3 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.6.4 With the submission of the Contractor' s final request for payment from the District, the Contractor shall:

(1) Document in a report to the Contracting Officer its compliance with the Section **H.6.3** of this clause; or
(2) Submit a request to the Contracting Officer for a waiver of compliance with section **H.6.3** and include the following documentation:

(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
© Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section **H.6.3**.

H.6.5. The Contracting Officer may waive the provisions of section **H.6.3** if the Contracting Officer finds that:
(1) A good faith effort to comply is demonstrated by the Contractor;
(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.6.6 Upon receipt of the contractor' s final payment request and related documentation pursuant to sections **H.6.4** and **H.6.5**, the Contracting Officer shall determine whether the Contractor is in compliance with section **H.6.3** or whether a waiver of compliance pursuant to section **H.6.4** is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.6.7 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section **H.6.4**or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section **H.6.7.**

H.6.8 The provisions of sections **H.6.3** through **H.6.7** do not apply to nonprofit organizations.

H.7 **PROTECTION OF PROPERTY**:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.8 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.9 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.10 **DISTRICT RESPONSIBILITIES**

H.10.1 The District will provide the space for the Contractor's education program services provided at the Oak Hill Youth Center in Laurel Maryland. The District will provide trash collection, building maintenance and telephone service at that location. The District will also provide the equipment and furniture currently in place at that location as indicated in the District of Columbia Public School Property Inventory list described in Section **H.16.1** until the DYRS School is relocated to the new site on the existing campus. The District will provide all furnishings and equipment for the DYRS School at the new site, except for items specific to the program design of the Contractor.

H.10.2 The Department of Youth Rehabilitation Services will provide the Contractor with its process for referring students to the Contractor's Education Program

H.10.3 The DYRS Program Manager for Education and Workforce Development will provide the Contractor with all relevant DCPS forms, such as standard forms for special education services, student transcripts and student health documentation described in Applicable Document #15, Section **C.1.1**.

H.10.4 The DYRS Program Manager for Education and Workforce Development will confer with the Contractor to plan for the expenditure of federal entitlement grant funding as described in Section **C.3.20.**

H.10.5 The Department of Youth Rehabilitation Services will facilitate communication between all parties involved in the youth's rehabilitation in the advocacy, negotiation and coordination of the youth's continuum of services.

H.10.6 The Department of Youth Rehabilitation Services will monitor the Contractor's education program for compliance with Section C of this contract and with the Memorandum Order B, Applicable Document # 4, Section **C.1.1.**

H.10.7 The Department of Youth Rehabilitation Services will conduct periodic scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing performance relative to the terms and conditions of this contract as described in Section E of this contract.

H.10.8 The Department of Youth Rehabilitation Services will conduct quarterly meetings with the Contractor at a designated location and at regularly scheduled times as described in Section **C.3.43.1.1**. The Program Manager

for Education and Workforce Development will provide the Contractor with a schedule including the times, dates and location of the quarterly meetings.

H.10.9 The Department of Youth Rehabilitation Services will provide training courses in "Handle with Care" and "Suicide Prevention" for the entire Contractor's staff that provides direct services to DYRS youth as described in Section **C.3.39.18.5**.

H.10.10 The Department of Youth Rehabilitation Services will also be responsible for the following:

H.10.10.1 Requiring DYRS staff to participate in IEP meetings described in Section **C.3.29.3.1.5.**

H.10.10.2 Referring students to the Contractor's education program.

H.10.10.3 Ensuring that students are served breakfast before school;

H.10.10.4 Escorting students to class on time and from class;

H.10.10.5 Providing security for youth during class sessions;

H.10.10.6 Providing the Contractor with the following data for each youth referred to the Contractor's education program:

H.10.10.6.1 Available social and court history information;

H.10.10.6.2 Available reports on psychological évaluations;

H.10.10.6.3 Available medical history;

H.10.10.6.4 Available Medicaid certification or insurance information,

H.10.10.6.6 Available family and school information, and

H.10.10.6.7 Other pertinent data.

H.10.11 The Department of Youth Rehabilitation Services will provide Contractor's staff with I.D badges and keys to the DYRS School.

H.10.12 The Department of Youth Rehabilitation Services will provide the Contractor with a copy of all applicable rules and regulations of the DYRS facility.

H.10.13 The Department of Youth Rehabilitation Services will provide training to the Contractor with information on the role and responsibility of the DYRS Office of Internal Integrity in accordance with Memorandum Order P of the Jerry M. Consent Decree, Applicable Document # 24, and Section **C.1.1.**

H.10.14 The District of Columbia State Education Agency will work with the Contractor to ensure that appropriate professional development opportunities are made available to instructional personnel and administrators all staff in the Contractor's education program as described in **C.3.39.18.1.**

H.10.15 DCPS will provide training in DCPS student data tracking systems for the Contractor's instructional personnel and administrator.

H.10.16 The District of Columbia State Education Agency will monitor the Contractor's education program to determine compliance with all federal and District laws governing education.

H.11 CRIMINAL BACKGROUND CHECKS FOR DISTRICT GOVERNMENT CONTRACTORS THAT PROVIDE SERVICES TO CHILDREN AND YOUTH

H.11.1 The Contractor shall obtain criminal history records maintained by the Federal Bureau of Investigation and the Metropolitan Police Department, or secured by them through the National Criminal Information Center to investigate persons applying for employment, in either a compensated or a volunteer position with, or current employees and volunteers of the Contractor as a covered child or youth services provider and as defined in section 202(3) of the Child and Youth Act of 2004 and section 599, D.C. Code, §2-303.04 Title II of the Child and Youth Safety and Health Omnibus Amendment Act of 2004).

H.11.2 The Contractor whose employees provide direct services to children and youth who are subject to the Child and Youth Act shall pay for the costs for the criminal background checks required under the Act.

H.11.3 Except as otherwise required by the contract, each employee or unsupervised volunteer occupying a covered position as defined in section 599 of this chapter shall be required to submit to periodic criminal background checks while employed by, or volunteering at, a private agency that provides direct services to children and youth pursuant to a contract with the District of Columbia government.

H.11.4 Before any applicant for employment, in either a compensated or a volunteer

position, with a private agency that provides direct services to children and youth pursuant to a contract with the District of Columbia government, may be offered a position, the private agency shall inform the applicant that a criminal background check must be conducted on him or her, and shall request the Metropolitan Police Department to conduct the background check.

H.11.5 Contractor shall not make a final offer of appointment to, nor shall it assign a current employee to, a compensated or unsupervised volunteer position for which a criminal background check or traffic record check is required until after the criminal background check or traffic record check, or both, have been conducted on the appointee and a determination made that the appointee meets the requirements of the Act.

H.11.6 Prior to a criminal background check being conducted, the Contractor shall in writing inform each applicant, employee or unsupervised volunteer subject to the check where and when to report for fingerprinting, and provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

(a) To authorize the Metropolitan Police Department or other entity, as appropriate, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the contractor is authorized and required to conduct a criminal background check;

(b) To affirm that the applicant, employee, or unsupervised volunteer has not been convicted of a crime, has not pleaded novo contendere, is not on probation before judgment or placement of a case upon a stet docket and has not been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District of Columbia or their equivalent in any other State or territory of the United States, for any of the following offenses or their equivalent in another State or territory:

(1) Murder, attempted murder, manslaughter or arson;
(2) Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
(3) Burglary;
(4) Robbery;
(5) Kidnapping;
(6) Theft, fraud, forgery, extortion, or blackmail;
(7) Illegal use or possession of a firearm;
(8) Trespass or injury to property;
(9) 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;

(10) Child abuse or cruelty to children; or

(11) Unlawful distribution or possession of, or possession with intent to distribute, a controlled substance.

(c) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(d) To acknowledge that the employer may choose to deny the applicant employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check;

(e) To provide any additional information that is required, such as name, social security number, date of birth, and gender; and

(f) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties, in accordance with section 505.

H.11.7 The Contractor shall direct the applicant or employee to complete the form or forms specified in section 501.5 and report to the designated location to be fingerprinted.

H.11.8 The Chief, Metropolitan Police Department, will conduct a criminal background check once the applicant or employee has provided the form required by section 501.5(a) as well as a copy of the notification that the applicant or employee is required to obtain a criminal background check.

H.11.9 District agencies may establish in a contract, offenses other than those listed in subsection 501.5(b), to be considered in determining eligibility of applicants or employees for covered positions. The Contractor shall follow any additional procedures specified in the contract.

H.11.10 The Contractor shall consider a variety of factors in determining an employee's or applicant's suitability for employment based on a criminal background check conducted pursuant to this section, but shall not consider arrest records and juvenile records. Possession of one (1) or more of the following criminal background events may make the applicant **or employee**

ineligible for employment or voluntary service:

(a) A felony conviction; or

(b) A serious misdemeanor conviction.

H.11.11 Except as provided in 502.3(c) of this section, the Contractor shall closely consider the following variables and evaluate each criminal background check report on a case-by-case basis to determine if an applicant or employee subject to a criminal background check shall be ineligible for employment or voluntary service:

(a) The recency of any conviction;

(b) The age of the applicant or employee at the time of any conviction;

(c) Any false statements made by the applicant or employee concerning the form or forms described in section 501.5 of this section, or the discovery of any intentional false statements of material fact or deception or fraud in applying for employment, compensated or not, that would provide a basis for disqualification; and

(d) The absence or presence of rehabilitation or efforts toward rehabilitation.

H.11.12 The following provisions shall apply to criminal background checks of applicants for employment and unsupervised volunteer positions:

(a) Based on the outcome of the criminal background check, the contractor shall determine whether to make or deny a final offer of appointment to the applicant.

(b) Notwithstanding the considerations specified in sections 502.1 and 502.2, District agencies may establish alternative evaluation processes through contracts.

(c) Notwithstanding the factors and variables specified in sections 502.1 and 502.2, an applicant who has been convicted of a crime against children or youth shall be ineligible for appointment to a position that provides direct services to children and youth.

(d) If the contractor decides to deny an applicant an offer of employment, the contractor shall provide the applicant a written notification of the

decision, with a copy to the Contracting Officer's Technical Representative (COTR). In the written notification contractor shall inform the applicant of his or her right, within ten (10) days of receiving the written notification, to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report, in writing.

(e) Upon receiving a challenge to a criminal background check report, the appropriate administrative officer of the contractor shall promptly make a determination on the case and inform the appointee of the decision, in writing, with a copy to the personnel authority and the COTR.

H.11.13 The following provisions shall apply to criminal background checks of employees and unsupervised volunteers:

(a) Contractors subject to the provisions of the Act and this chapter shall conduct periodic criminal background checks for current employees and unsupervised volunteers.

(b) An employee or unsupervised volunteer who fails a periodic criminal background check may be subject to administrative action up to and including, but not limited to, reassignment and termination. In determining what action is to be taken, the contractor shall consider the factors set forth in sections 502.1 and 502.2 as well as any other similar factors, except that a criminal background check that sets forth a conviction for a crime against children or youth shall result in termination.

(c) At the contractor's discretion, an employee or unsupervised volunteer who fails a periodic criminal background check may be reassigned to a non-covered position.

(d) If the contractor decides to take administrative action against an employee or unsupervised volunteer, the contractor shall provide the employee or unsupervised volunteer a written notification of the decision, with a copy to the COTR. In the written notification the contractor shall inform the employee or unsupervised volunteer of his or her right, within ten (10) days of receiving the written notification, to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report, in writing.

(e) Upon receiving a challenge to a criminal background check report, the appropriate administrative officer of the contractor shall promptly make a determination on the case and inform the employee or unsupervised volunteer of the decision, in writing, with a copy to the personnel authority and the COTR.

H.11.14 The Chief Procurement Officer may take corrective or adverse action, in accordance with Section 8, "Default" of the Standard Contract Provisions for use with District of Columbia Supplies and Services Contracts that are made a part of the contract, against any covered child or youth services contractor who is found to have violated the provisions of this chapter.

H.11.15 Criminal background check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations under this chapter. Contractors subject to this chapter shall not release or otherwise disclose the reports to any person, except when:

(a) Required as one component of an application for employment with the contractor;

(b) Requested by the Chief Procurement Officer or his or her designee during an official inspection or investigation;

(c) Ordered by a court;

(d) Authorized by the written consent of the person being investigated;

(e) Otherwise required by the contract;

(f) Utilized for a corrective or adverse action in a personnel proceeding, including but not limited to, an administrative action under section 502.4(b), or

(g) Requested by DYRS

H.11.16 An individual who discloses confidential information in violation of this section shall be guilty of a criminal offense and, upon conviction, shall be fined not more than $1,000 or imprisoned for not more than 180 days, or both.

H.11.17 Prosecutions for violations of this title shall be brought in the name of the District upon information by the Attorney General.

H.11.18 Penalty for Providing False Information

An applicant for employment or a volunteer position with a private agency covered by this chapter who provides false information in the course of applying for the position shall be subject to prosecution pursuant to section 404 of the District of Columbia Theft and White Collar Crimes Act of 1982 (D. C. Law 4-164; D. C. Official Code § 22-2405(2001)), and, upon conviction, shall be fined not more than $1,000 or imprisoned for not more than 180 days, or both.

H.11.19 Penalty for Non-Compliance with Criminal Background Requirements

The penalty for non-compliance with the terms of the Act or these rules shall result in termination of the contract for default.

H.12 SECURITY REQUIREMENTS

The Contractors shall provide copies of the employee criminal background check reports obtained under Section **H.11 to** the COTR in accordance with Section **F.3.**

H. 12.1 The Contractor shall secure and safeguard all security devices (including but not limited to ID badges, keys, key cards) which are provided to it by the District. The Contractor shall be responsible for all the costs the District incurs as a result of the Contractor's loss of the keys. These costs include but are not limited to the expense of changing locks and/or replacing keys.

H.12.2 The contractor shall ensure that its personnel on the job site visibly display Contractor issued ID badges at all times.

H.12.3 The Contractor' s employees shall enter and leave the facility through entrances approved/designated by the Department of Youth Rehabilitation Services Administration. The Department of Youth Rehabilitation Services reserves the right to deny entry into the facility to employees, Contractors or subcontractors during investigations of suspected violations of the law and/or Department of Youth Rehabilitation Services rules and regulations.

H. 12.4 The Contractor shall ensure that, under no circumstances, any of its employees shall enter a prohibited area not authorized for access. All breaches of security by the Contractor shall be immediately reported to the COTR.

H.12.5 The Contractor' s employees shall not bring in the facility any form of weapons or contraband; shall be subject to search; shall conduct themselves in

a professional manner at all times; and shall not cause any disturbance in the facility; and shall be subject to other rules and regulations of the facility and the Department of Youth Rehabilitation Services as listed in Attachment # **J.1.5,** Contraband Items. The Contractor will be provided a copy of all applicable rules and regulations of the facility. The Contractor shall ascertain that each civilian employee is issued a copy of said rules and regulations and signs a statement acknowledging its receipt. The acknowledged receipt shall be maintained by the Contractor.

H.13 ENSURE CONFIDENTIALITY OF YOUTH RECORDS

The Contractor shall maintain the confidentiality of each youth's case records as described in D.C. Official Code, §2-1515.06, Confidentiality of Youth Records (Applicable Document #25, Section **C.1.1**).

H.14 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.14.1 The Contractor's staff listed in Section **L.25** is considered to be essential to the work being performed hereunder. The Contractor shall notify the COTR, as identified in Section **G.9**, and the Contracting Officer as identified in Section **G.7** in writing of the removal of any key personnel in thirty (30) days in advance of the scheduled removals and within 24 hours for unscheduled removals. The written justification shall provide explanations and justification of the removal as well as the Contractor's plan to temporarily and permanently fill the position. The Contractor shall not reassign these key personnel or appoint replacements, without prior, express written permission from the Contracting Officer. The Contractor shall promptly provide an equally qualified replacement satisfactory to the District for any person so removed. The District shall not be required to pay for training such replacement**.**

H.14.2 The District reserves the right to remove or request removal of any and all personnel who are considered unqualified. No payment will be made to the Contractor for the services of any personnel removed by the District. No personnel so removed may be returned to duty without the prior written approval of the Contracting Officer.

H.15 HIPAA PRIVACY COMPLIANCE

H.15.1 HIPAA Business Associate Clause

DYRS is a "Covered Entity" as that term is defined in the Privacy Rule and the Contractor, as a recipient of Protected Health Information from DYRS, is a "Business Associate" as that term is defined in the Privacy Rule.

1. Definitions
    a. ***Business Associate*** means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
    b. ***Covered Entity*** means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components-of a hybrid entity.
    c. ***Data Aggregation*** means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
    d. ***Designated Record Set*** means a group of records maintained by or for the Covered Entity that is:
        i. The medical records and billing records about individuals maintained by or for a covered health care provider;

ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

e. ***Health Care*** means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.

f. ***Health Care Components*** means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

g. ***Health Care Operations*** shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501.

h. ***Hybrid Entity*** means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

i. ***Record*** shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.

j. ***Individual*** shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

k. ***Individually Identifiable Health Information*** is information that is a subset of health information, including demographic information collected from an individual, and;
   i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
   ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
   iii. That identifies the individual; or
   iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

l. ***Privacy Official***. The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.

m. ***Privacy Officer***. The person designated by the Privacy Official or one of the District of Columbia's designated health care components, which is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.

n. ***Privacy Rule***. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

o. ***Protected Health Information***. "Protected Health Information" means individually identifiable health information that is:
   i. Transmitted by electronic media;
   ii. Maintained in electronic media; or
   iii. Transmitted or maintained in any other form or medium;
   iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
   v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.

p. ***Required By Law***. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

q. ***Secretary***. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

r. ***Workforce.*** "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required by Law.

b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.

c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.

d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.

e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.

f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the

Covered Entity or an Individual within five (5) Business Days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, within five (5) Business Days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.

h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity.

i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.

j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) Business Days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.

k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) Business Days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official

or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will

remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:

i. Name of the Business Associate of the Covered Entity;
ii. Title of the Report/File;
iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
iv. Description of the basic content of the Report/File;
v. Format of the Report/File (Electronic or Paper);
vi. Physical location of Report/File;
vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
viii. Supporting documents if the recipient/personal representative has access to the Report/File.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's personnel policies and procedures and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to its workforce members, agents and subcontractors. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA

Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;

b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;

c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;

d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;

e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule

will be communicated to the Business Associate, in writing, and in a timely fashion;

f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement; That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. <u>Term and Termination</u>

a. Term. The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) Business Days of its request, with the Protected Health Information returned in a format mutually

agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.

b. Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
   i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
   ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
   iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

c. Effect of Termination. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a mutually agreed upon format or confidentially destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) Business Days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
   i In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such

Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

a. ***Regulatory References***. A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.

b. ***Amendment.*** The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.

c. ***Survival.*** The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.

d. ***Interpretation.*** Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule. The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in **this *HIPAA Compliance***

Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control No Third-Party Beneficiaries. The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.

e. ***Compliance with Applicable Law.*** The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.

f. ***Governing Law and Forum Selection.*** This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all

rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent *to the jurisdiction of the above tribunals.*

g. ***h. Indemnification*** The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.

h. ***Injunctive Relief.*** Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.

i. ***Assistance in litigation or administrative proceedings.*** The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

j. ***Notices.*** Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) Business Days after mailing. Any notice delivered by

personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to	If to the Covered Entity, to
_____	_____
_____	_____
_____	_____
Attention:_____	Attention:_____
Fax: _____	Fax: _____

k. ***Headings***. Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

l. ***Counterparts; Facsimiles***. This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

m. ***Successors and Assigns***. The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

n. ***Severance.*** In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) Business Days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

o. ***Independent Contractor***. The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing

the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

p. ***Entire Agreement***. This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

q.

H.16 GOVERNMENT FURNISHED PROPERTY

H.16.1 The Government shall provide the Contractor with the use of the existing school facility at the Oak Hill Youth Center campus located in Laurel, MD to operate the education program. The Government will also provide the Contractor with the use of all of the existing furnishings and equipment listed in Applicable Document #26, Section **C.1.1**. In connection with and under the terms of this contract, the facility and the list of furnishings and equipment shall hereinafter be referred to as "Government-furnished property. The Contractor shall validate the inventory listing included in Applicable Document #26, Section C.1.1, in accordance with the transition requirements in Section **C.3.44** and Section **F**.

H.16.2 The Contractor shall coordinate with the DYRS Program Manager for Education and Workforce Development to identify furnishings and equipment needed to operate its education program on an ongoing basis. DYRS will purchase the major furniture and equipment such as desk, chairs, book cases, coat racks, desktop computers, and laptops for the new school facility as well as the existing facility, if needed. In connection with and under the terms of this contract, the furnishings and equipment shall hereinafter be referred to as "Government-furnished property.

H.16.3 The Contractor shall purchase on a cost-reimbursement basis any small equipment, for the existing and new school facilities, such as black boards, projectors, small tables, or drawing boards, if needed, at a cost not to exceed five-hundred dollars ($500.00) per item in accordance with Section G.10. For

all such items the Contractor shall submit the purchase request to the DYRS Program Manager for Education and Workforce Development or designee for approval, prior to making the purchase. These purchases shall hereinafter be referred to as "Government-furnished property."

H.16.4 The Contractor shall coordinate with the DYRS Program Manager for Education and Workforce Development to identify all furnishings needed for the community-based re-integration program. All furnishings for this space shall be purchased by the Contractor on a cost-reimbursement basis in accordance with Section **G.10**. These purchases shall hereinafter be referred to as "Government-furnished property."

H.16.5 The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be provided to the Contractor at the time of contract award, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

H.16.6 If Government-furnished property is provided to the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property.

H.16.7 The Government shall retain title to all Government-furnished property.

H.16.8 The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

H.16.9 The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Title 27, District of Columbia Municipal Regulations (DCMR) Chapter 41, Section 4106, Applicable Document # 27, Section **C.1.1**, in effect on the date of this contract.

H.16.10 The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government-furnished property in accordance with sound industrial practice and the applicable provisions of Title 27, District of Columbia Municipal Regulations (DCMR) Chapter 41, Section 4107, and Applicable Document # 28, Section **C.1.1.**

H.16.11 If damage occurs to Government property, the risk of which has been assumed

by the Government under this contract, the Government will replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot affect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer.

H.16.12 The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

H.16.13 The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

H.16.14 Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

H.16.15 The Contractor shall obtain the COTR's approval to remove Government property from the premises at which the property is currently located. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

H.16.16 The Contractor shall require its sub-contractors provided with government furnished property under this contract to comply with the requirements of Title 12, District of Columbia Municipal Regulations, Chapter 41, Section 4106 and 4107, Applicable Documents #27 and #28, Section **C.1.1**.

H.17 AUDIT, RECORDS AND RECORD RETENTION

H.17.1 For cost-reimbursement CLINs under this contract 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 cost audited. For cost reimbursement contracts, 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 District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.17.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds, provided by the District under the contract.

H.17.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.17.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

H.17.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.17.6 The Contractor shall include these aforementioned audit and record keeping requirements

H.18 CONFLICT OF INTEREST

H.18.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract. (DC Procurement Practices Act of l985, D.C. Law 6-85, D.C. Official Code 2-310.01, and Chapter 18 of the DC Personnel Regulations)

H.18.2 By signing this contract the Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its

services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.19 SPECIAL INDEMNITY

The Contractor shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, Jerry M. Consent Decree or consent agreement, as a consequence or result of any act, omission or default of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this/these contract.

H.20 DISPLACED EMPLOYEES

The Contractor shall comply with all provisions of the D.C. Official Code, Section 2-301.05b, Privatization contract and procedures requirements, Applicable Document #29, Section **C.1.1**, including Subsection (d)(2) whereby the Contractor shall offer any District Government employee, who is displaced or discharged, as a result of the transfer of the operation of the education program at the DYRS' Oak Hill Youth Center school to the private Contractor, a right of first refusal to employment in a comparable available position for which the employee is qualified, for at least a 6-month period during which the employee shall not be discharged without cause. In accordance with Section **L.1.2** of this solicitation, current District of Columbia government employees have the right to submit an offer in response to this solicitation.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 ("SCP") are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or

pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract,

which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical

data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 CONTINUITY OF SERVICES

I.6.1 The Contractor recognizes that the services provided under this/these contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor(s) agrees to:

Furnish phase-out, phase-in (transition) training; and
Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.6.2 The Contractor shall, upon the Contracting Officer's written notice, furnish transition services for up to 45 days after this/these contract expires and negotiate in good faith a plan with a successor that identifies the nature and extent of transition services required.

I.6.3 This plan shall specify a training program for the successor's personnel and dates for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's written approval.

I.6.4 The Contractor shall provide, during the said transition period, sufficient experienced personnel to ensure that the services provided under this/these contract are maintained at the same level of effectiveness and efficiency.

I.6.5 To facilitate a smooth transition, the Contractor shall allow as many personnel as may be needed to remain on the job to help the successor maintain the continuity and consistency of the services required by this/these contract. The Contractor also shall disclose, with the consent of the employees, necessary personnel records and allow the successor to conduct onsite interviews with those employees. For those personnel who are interested in accepting a position with the successor and are selected by the successor, the Contractor shall release them at a mutually agreeable date.

I.6.6 The Contractor shall not be reimbursed for transition costs (i.e., costs incurred within the agreed period after contract expiration/termination that result from transition operations) unless the Contracting Officer executes a modification to the contract. The modification will specify the amount to be paid for transition costs.

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.8 SUBCONTRACTS

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

I.9 INSURANCE

I.9.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.9.2 **Commercial General Liability Insurance**, $1,000,000 limits per occurrence, District added as an additional insured.

I.9.3 **Automobile Liability Insurance**, $1,000,000 per occurrence combined single limit.

I.94 **Worker' s Compensation Insurance** according to the statutes of the District of Columbia, including Employer' s Liability, $100,000 per accident for injury, $100,000 per employee for disease, $500,000 policy limit disease.

I.9.5 **Umbrella/ Excess Liability Insurance**, $5,000,000 limits per occurrence

I.9.6 **Professional Liability Insurance**, $1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional **liability exposure).**

I.9.7 **Employment Practices Liability Insurance**, $1,000,000 limits per claim to cover any claims relating to intentional acts regarding employment matters, including but not limited to, discrimination, retaliation, and benefits.

I.0 **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor' s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section **J.2.2**. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.11 **COST-REIMBURSEMENT CONTRACTS**

If this contract is a cost-reimbursement contract, the only cost determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

I.12 **PRE-AWARD APPROVAL FOR CONTRACT IN EXCESS OF ONE MILION DOLLARS**

I.12.1 The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

I.12.2 In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

I.13 PRE-AWARD APPROVAL FOR MULTI-YEAR CONTRACT

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

I.14 MULTIYEAR CONTRACT TERMS

This is a multi-year (three-years) contract for services for which some of the funds would otherwise be available for obligation only within the fiscal year for which appropriated. If these funds are not made available for the continuation of the contract into a subsequent fiscal year, the contract shall be canceled or terminated. In accordance with D.C. Official Code §1-301.05a and 1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

I.15 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

SECTION J: LIST OF ATTACHMENTS

J.1 **ATTACHMENTS**

J.1.1 Procedures for Reporting Unusual Incidents

J.1.2 Wage Determination No. 2005-2104, Revision No. 3, dated November 7, 2006

J.1.3 Living Wage Act of 2006 Fact Sheet

J.1.4 Living Wage Act of 2006 Notice

J.1.5 List of Contraband and Prohibited Items

J.1.6 Experience Questionnaire

J.1.7 Past Performance Evaluation Form

J.1.8 Subcontracting Plan

J.2 The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.

J.2.1 First Source Employment Agreement

J.2.2 E.E.O. Information and Mayor' s Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 Cost/Price Data Package

J.2.4 LSDBE Certification Package

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

_____
_____
_____

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that
(a) It operates as:

___a partnership
___a nonprofit organization, or
__ a joint venture.
__ a corporation incorporated under the laws of the State of:
_____
__ an individual,

(b) the offeror is a foreign entity, it operates as:

___an individual
___a joint venture, or
___a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952), Attachment **J.2.2,** are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's

Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror_____Date_____

Name_____Title_____

Signature_____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States**.**

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

_____

_____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract 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 a contract, or
   (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract 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 a contract 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 contract, 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) 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 of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);*

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

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the 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.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment **J.2.3.**

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified in **Section M.1**. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

L.1.2 Displaced Employees Rights

In accordance with paragraph (b) of the D.C. Official Code, Section 2-301.05b, Privatization contracts and procedures requirements, Applicable Document #29, Section C.1.1, current District of Columbia government employees may exercise their right to submit an offer in response to this solicitation.

L.1.3 In accordance with Section **H.20** of this solicitation, the Contractor shall comply with all provisions of the D.C. Official Code, Section 2-301.05b, Privatization contract and procedures requirements, Applicable Document #29, Section C.1.1, including Subsection (d)(2) whereby the Contractor shall offer any District Government employee, who is displaced or discharged, as a result of this contract. .

L.1.4 Initial Offers

The District 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 cost or price, technical and other factors.

L.1.5 Acceptance or Rejection

The District reserves the right to accept/reject any/all offers resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 Each offeror shall submit a signed original and four (4) copies. Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. The District will not accept telephonic (facsimile) and telegraphic proposals as an original proposal. All items accepted by the District including all attachments and all documents contained in the Offeror's proposal along with Sections A – K of the Request for Proposal including any incorporated amendments and attachments shall constitute the formal contract.

L.2.2 Each proposal shall be submitted in a sealed envelope conspicuously marked:

Proposal in Response to Solicitation No. DCJZ-2007-R-0002
Education Program for Male Youth at the
Department of Youth Rehabilitation Services
Oak Hill Youth Center

L.2.3 Offerors proposals shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.

L.2.4 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, EVALUATION FACTORS FOR AWARD. The offerors shall respond to each factor in a way that will allow the District to evaluate the offerors' responses. The offerors shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.2.5 Offerors are also directed to the Evaluation Factors as described in Section **M.3.1** and the interdependent relationship that exists between the Evaluation Factors described in Section **M.3.1**, the requirements described in Section C of the solicitation and the instructions to offerors described in Section L.

L.2.6 Each part of the offerors' proposals shall provide a Table of Contents to identify the location of the offerors' responses to the required information for each Evaluation Factor as well as any attachments, exhibits or other supporting documentation included by the offerors. Information contained in Part 1, Technical Proposal, of the offerors' proposals, shall NOT provide information or reference any information contained in Part 2, Price Proposal.

L.2.7 Offerors shall respond to each evaluation factor by submitting the information as described below in Section L. In order to facilitate the review, assessment, and evaluation of the offerors' proposals, responses shall be organized, identified and presented in the order presented below.

L.2.7.1 **Technical Proposal**

Offerors shall organize and submit their proposals in the following separately marked sections. The offerors' narratives responding to the requested information shall be presented in the offerors' technical proposals in the same order as requested below:

L.2.7.1.1 ***Technical Capacity and Expertise***

L.2.7.1.1.1 The information requested in this section will facilitate evaluation of each offeror's technical capacity and expertise to provide and support the delivery of education services for committed male youth as described in Section C.3.

L.2.7.1.1.2 Each offeror's proposal must include, but not be limited to, relevant information to substantiate its technical capacity and expertise in the following areas in narrative form:

L.2.7.1.1.2.1 *Knowledge and Understanding of Population*

Each offeror shall provide information demonstrating its knowledge and understanding of the physical, emotional and psychological needs of committed male youth and the correlation between the offeror's understanding of the population and the application of education services.

L.2.7.1.1.2.2 *Staff Qualifications*

L.2.7.1.1.2.2.1 Offeror's proposed staff qualifications and credentials that demonstrate well-trained and culturally competent professionals with the ability to provide education services to persons of diverse cultural backgrounds including displaced, incarcerated and at-risk youth.

L.2.7.1.1.2.2.2 As Attachment A, offeror's organizational chart including the offeror's staff positions that will provide or contribute to the services to be provided under the contract. The organizational chart shall include the staff members' names, if available, and positions. The organizational chart shall also clearly identify key personnel as described in **Section L.25**, the employee or employee's position responsible for quality assurance and accountability as described in Section

C.3.41.1 and staff person(s) or positions for persons responsible for administrative and billing issues.

L.2.7.1.1.2.2.3 As Attachment B, the offeror must provide staff qualifications including resumes, if available, certifications, and licenses, as appropriate, for each name appearing on the Offeror's organizational chart.

L.2.7.1.1.2.3 *Knowledge and Understanding of Accreditation Requirement*

The offerors shall provide a summary which details its process for obtaining provisional accreditation by a professional association of colleges and secondary schools such as the Middle States Association's Committee on Institution-Wide Accreditation, or the North Central Association Commission on Accreditation and School Improvement, by the end of the second full school year in a manner which demonstrates their knowledge and understanding of the accreditation requirement and the process to obtain accreditation as described in Section **C.3.9.**

L.2.7.1.1.2.4 *Community-Based Reintegration Space*

The offeror shall provide at a minimum the following information to demonstrate its ability to acquire a space for the community-based re-integration program that meets the requirements described in Section **C.3.32.**

L.2.7.1.1.2.4.1 Comprehensive description of the proposed space, including address, if available at the time of contract award as described in Section **C.3.32.3**;

L.2.7.1.1.2.4.2 Evidence of ability to acquire a space or ownership or lease of proposed space or other documentation verifying that offeror has authority to operate the proposed space as a community-based re-integration program for committed male youth as described in Section **C.3.32.2**.

L.2.7.1.1.2.5 *Quality Assurance and Accountability Systems*

The offerors shall discuss their strategy for implementing a quality assurance system, including a quality assurance plan, a sub-contractor's quality assurance plan and accountability plan described in Section **C.3.41.6** that ensures the delivery of quality education services as described in Section C by qualified well-trained staff in an environment that encourages and promotes the successful educational and vocational achievement of youth.

L.2.7.1.1.2.6 *Management Information System/Reporting Requirements, Record Keeping and Maintenance of Documentation*

The Offeror shall provide a description of its proposed management information system's capacity and capabilities to support the delivery of services including but not limited to its ability to maintain youth case records and adhere to confidentiality provisions and meeting and reporting requirements in accordance with Sections **C.3.42 and C.3.43** and supply accurate data for analysis in reporting data to meet the State Education Agency accountability requirements.

L.2.7.1.1.2.7 *Staff Orientation, In-service training and Professional Development*

L.2.7.1.1.2.7.1 Draft staff orientation curriculum and schedules described in Section **C.3.39.17.2** and **C.3.39.17.4.**

L.2.7.1.1.2.7.2 Draft position specific in-service training curriculum and schedules described in Section **C.3.39.4.**

L.2.7.1.1.2.7.3 Draft professional development training plan, and

L.2.7.1.1.2.7.4 Inter-relationships between offeror's service delivery and staff orientation-training and in-service training with proposed strategies and methodology used to develop in-service and curricula.

L.2.7.1.1.2.8 *Staff Policies*

L.2.7.1.1.2.8.1 Offeror's policies relating to recruitment, selection and retention of staff including verification of potential staff references described in Section **C.3.39.19**.

L.2.7.1.1.2.8.2 Proposed Position descriptions for all proposed positions under this contract described **C.3.39.19.5**.

L.2.7.1.1.2.8.2 Proposed policy strategies for managing and maintaining the required staff-to-student ratio in the classroom as described in Section **C.3.39.19.6**.

L.2.7.1.2 ***Technical Approach***

L.2.7.1.2.1 The information contained in this section shall facilitate the evaluation of the offerors' knowledge and ability to provide an education program at the Oak Hill Youth Center for male youth committed to DYRS. The offerors shall provide relevant information to substantiate the offerors' methodologies and approaches to provide the requirements of the contract as described in Section C of this solicitation.

L.2.7.1.2.2 The offerors' proposals shall include, but not be limited to, information on the following in narrative form or, where indicated, as attachments.

L.2.7.1.2.2.1 *Service Description*

The offerors' plan for providing the following education services:

L.2.7.1.2.2.1.1 Special education services (Sections **C.3.12** and **C.3.13**);

L.2.7.1.2.2.1.2 Intake and Assessment including development of IEPs and IETPs based on the assessed strengths and needs of the students (Section **C.3.29.3.1**)

L.2.7.1.2.2.1.3 Core academic instruction, that includes elective coursework and vocational **1**and employment training (Section **C.3.29.3.2**);

L.2.7.1.2.2.1.4 Extended Day Program (Section **C.3.30**)

L.2.7.1.2.2.1.5 Summer School Program (Section **C.3.31**)

L.2.7.1.2.2.1.6 Community-Based Reintegration Program (Section **C.3.32**)

L.2.7.1.2.2.1.9 Youth Support and Development Services (Section **C.3.35**)

L.2.7.1.2.2.1.10 Parent and Family Involvement (Section **C.3.37**); and

L.2.7.1.2.2.1.11 Community Participation (Section **C.3.38**)

L.2.7.1.2.2.2 *Evidence of Community Partnership*

The Offeror shall provide evidence to demonstrate community collaborative and partnerships. Documentation to substantiate the evidence can be in the form of such items as formal Memoranda of Understanding (MOU); Memoranda of Agreement (MOA); Sub-Contractor(s) agreements with service providers, letters verifying community collaborations or shared resources or any other method the offeror will use. (Section **C.3.38**)

L.2.7.1.3 ***Past Performance***

L.2.7.1.3.1 The information requested in this section shall facilitate evaluation of the offerors' past performance in delivering an education program for incarcerated or at-risk youth.

L.2.7.1.3.2 The offeror shall provide information to substantiate its past performance to provide an education program for committed male youth as described in Section C. The Offeror shall provide the following:

L.2.7.1.3.2.1 *References*

The name, address and contact person of three (3) references for which services of this nature have been provided in the past three (3) years.

L.2.7.1.3.2.2 *Experience*

The offerors shall complete the Experience Questionnaire, Attachment **J.1.6**, for all similar contracts completed during the past three (3) years. Contracts listed shall include those entered into with the District of Columbia government, the Federal government, agencies of State and local governments or private contracts**.**

L.2.7.1.3.2.3 Offerors that are newly formed entities without prior contracts should list contracts and subcontracts or other comparable experience as described above for key personnel as described in Section **L.25**.

L.2.7.1.3.2.4 *Past Performance Evaluations*

Offerors are directed to the Experience Questionnaire and the Past Performance Evaluation Form, found in Attachments **J.1.6 and J.1.7.**

L.2.7.1.3.2.4.1 The District, utilizing the Past Performance Evaluation Form will solicit Past Performance Evaluations from a minimum of three (3) references provided by the offerors in the Experience Questionnaire. The information obtained from the completed Past Performance Evaluation forms will facilitate the District's evaluation of the offerors' quality of services provided, timelines in service delivery, business practices and overall satisfaction with the offerors' performance relevant to the offeror's delivery of an education program as described in Section C of the solicitation**.**

L.2.7.1.3.2.4.2 The District will only discuss past performance information directly with the prospective prime contractor that is being reviewed and with the previous customers.

L.2.7.1.3.2.4.3 In the event of unfavorable past performance evaluations or ratings, ratings of 0 or 1 as described on page 2 of the Past Performance Evaluation Form, the Offeror will be provided an opportunity to prepare a response to the unfavorable evaluation.

L.2.7.2 Price Proposal

L.2.7.2.1 The information requested in this section shall facilitate evaluation of the Contractor's price proposal as described in Section B of the solicitation.

L.2.7.2.2 The Contractor's price proposal, Part 2, shall contain at a minimum the following:

L.2.7.2.2.1 Table of Contents;
L.2.7.2.2.2 Completed Section B of the solicitation;
L.2.7.2.2.3 Cost/Price Data and Certification (Attachment **J.2.4);**
L.2.7.2.2.4 Cost/Price Narrative/Justifications and Supporting Documentation for each year of the proposed contract.

L.2.7.2.2.5 Other documentation, as necessary.

L.2.7.2.3 Each Offeror's price proposal will be evaluated separately from the technical proposal.

L.2.7.2.4 The Contractor shall submit the original price proposal and four (4) copies under separate cover containing no reference to the offerors' technical proposal.

L.3 PROPOSAL SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.3.1 Proposal Submission

Offers must be submitted no later than the time and date stated on page one (1) in Item Number nine (9) of this solicitation. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District 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:

a. 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 proposals;

b. 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 District, or

c. The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the exact time set for opening of offers**.**

L.3.3 Postmarks

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 offer, 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 on the postmark, the offer shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposal resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offerors has any questions relative to this solicitation, the prospective offerors shall submit the questions in writing to the Contact Person

identified on page one (1). The prospective offerors shall submit questions no later than 10 calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 calendar days before the date set for submission of offer. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued, if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 PRE-PROPOSAL CONFERENCE

L.5.1 A Pre-Proposal Conference will be held at **10:00 a.m. on Friday, February 5, 2007** at the Department of Youth Rehabilitation Services, Central Administration Building located at 8300 Riverton Court, Laurel, Maryland 20740. All prospective offerors are **ENCOURAGED** to attend. The purpose of the conference is to provide structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference attendance roster at the conference so that offerors attendance can be properly recorded.

L.5.2 Prospective offerors are requested to submit written questions in advance of the Pre-Proposal Conference. Questions shall be submitted to the Contact Person identified on page one (1) by January 31, 2007. Offerors' questions may be hand delivered, mailed, sent electronically, or by fax to the Contact Persons' contact information also provided on page one (1) of the solicitation. Offeror's submissions shall include the following:

a. Offeror's name and contact person name
b. Contact information including phone, fax, e-mail, and address
c. Clear and concise statement of question referencing the relevant section of the solicitation as applicable

L.5.3 Verbal questions will be accepted at the Pre-Proposal Conference.

L.5.4 Verbal responses to offeror's questions, written or verbal, provided during the conference will not be binding. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than two working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offertory's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.5.5 A site visit of the Oak Hill Youth Center, including the school facility, will be part of the pre-proposal conference.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

L.6.1.1 "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

L.6.1.2 If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with

the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

L.9.1 Each offeror shall sign the offer and print or type its name on the **Solicitation, Offer and Award,** page one (1), of this solicitation. Each proposal/offer must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. The person signing the offer must initial erasures or other changes. Proposals/Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

L.10.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10.2 Offerors shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the required information described in Section L in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing the information requested in Section L to substantiate the Offeror's knowledge and abilities to perform the requirements described in Section C, will be unacceptable.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

L.12.1 The District is not liable for any costs incurred by the offerors in the preparation or submission of proposals in response to this solicitation.

L.12.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the offeror or Contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the

partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in rejection of the proposal.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section **I.9** prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Hans Paeffgen, Contracting Officer
441 4th Street, NW, Suite 700 South
Washington, DC 20001
(202) 724-4982
Hans.Paeffgen@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on page one (1) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the proposal.

L.16 ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period stated on page one (1) from the solicitation's closing date.

L.17 COMPLETE PROPOSALS

Proposals shall represent the best efforts of the offerors and will be evaluated as such. Proposals must set forth full, accurate, and complete information as required by this solicitation.

L.19 ERRORS IN PROPOSALS

Offerors are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the Offeror's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.20 FAILURE TO SUBMIT PROPOSALS

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4th Street, NW, Suite 700 South, Washington, DC 20001, Telephone Number, (202) 727-0252 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting an offer in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.21 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonable justify Contractor's selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.22 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.22.1 Name, address, telephone number, Federal tax identification number and DUNS number of the Offeror;

L.22.2 District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.22.3 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.

L.22.4 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.23 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.24 STANDARDS OF RESPONSIBILITY

L.24.1 The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.24.2 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.24.3 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.24.4 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.24.5 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.24.6 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.24.7 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.24.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.25 KEY PERSONNEL

L.25.1 The District considers the following positions to be key personnel for this contract:

(1) Principal
(2) School Administrators
(3) Teachers
(4) Dedicated Aide(s)
(5) Community-Based Re-integration Specialist(s)
(6) Student Support Manager
(7) Guidance Counselor
(8) Quality Assurance and Accountability Coordinator
(9) Intake/Assessment Coordinator
(10) Computer Analyst(s)

L.25.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes, if available, shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows**:**

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub-factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub-factor, the score for the sub-factor is 4.8 (4/5 of 6). The sub-factor scores will be added together to determine the score for the factor level.

M. 3 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.3.1 Evaluation Factors

M.3.1.1 Each of the following evaluation factors will be used by the District in evaluating the services proposed by the offerors under this solicitation. The offeror should respond to each factor and significant sub-factors in a way that will allow the District to evaluate the offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the offeror satisfies the requirements within the factor and significant sub factors as well as the proposal's deficiencies, weaknesses and risks to the District.

M.3.1.2 The evaluation factors are as follows:

Technical Capacity and Expertise	0-50 Points
Technical Approach	0-25 Points
Past Performance	0-10 Points

TECHNICAL EVALUATION FACTORS		
Evaluation Factor Significant Sub-factors	**Point Value**	**Relative Importance**
Technical Expertise and Capacity	**0 – 50 Points**	**Technical Capacity and Technical Expertise** is more important than Technical Approach Past Performance and Price
Knowledge and Understanding of Population	0–10	
Staff Qualifications	0–10	
Knowledge and Understanding of Accreditation Requirement	0–10	
Community- Based Reintegration Space Requirement Plan	0-8	
Quality Assurance and Accountability System	0–3	
Management Information System	0–3	
Staff Orientation, In-service Training and Professional Development	0-3	
Staff Policies	0–3	
Technical Approach	**0 – 25 Points**	**Technical Approach** is less important than Technical Capacity and Technical Expertise and more important than Past Performance and Price
Strategy for implementing education program service elements listed in **L.2.7.1.2.2.1.**	0–10	
Utilization and application of recognized industry standards and best practice models	0-5	
Innovative and creative approaches for providing the education program service elements listed in **L.2.7.1.2.2.1** to male youth committed at the Oak Hill Youth Center	0-5	

Evidence of Community Partnerships	0–5	
Past Performance	**0-10**	Past Performance is less important than Technical Capacity, and Technical Expertise, Technical Approach and Price
PRICE EVALUATION FACTOR		
Price	**0 – 15 Points**	Price is less important than Technical Capacity and Technical Expertise and Technical Approach and more important than Past Performance
PREFERENCE POINTS		
Preference Points	**0 – 12 Points**	**Preference Points** are described in M.4.2
Longtime Resident Business	10	
Resident Business Ownership	3	
Small Business Enterprise	3	
Local Business Enterprise	2	
Business located in an Enterprise Zone	2	
Disadvantaged Business Enterprise	2	

M.4 BASIS OF EVALUATION

M.4.1 Technical Expertise and Capacity

M.4.1.1 This factor considers the technical capacity and expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation, the instructions outlined in Section L and the evaluation factors listed in **M.4.1.2**.

M.4.1.2 The District will evaluate the offers based on the following:

M.4.1.2.1 ***Knowledge and Understanding of Population***:

M.4.1.2.1.1 **I**nformation that demonstrates knowledge and understanding of physical, emotional and psychological needs of committed male youth as required by Section **L.2.7.1.1.2.1**

M.4.1.2.1.2 **I**nformation that demonstrates how offerors proposed education program correlates with needs of committed male youth as required by Section **L.2.7.1.1.2.1**

M.4.1.2.2 ***Staff Qualifications:***

M.4.1.2.2.1 Demonstrated ability to identify, recruit and provide well-trained and culturally professionals that meet the qualifications required by the solicitation as required by Sections **L.2.7.1.1.2.2.1** and **L.2.7.1.1.2.2.3**

M.4.1.2.2.2 Organization chart that clearly identifies key personnel positions and the hours that each will devote to the contract shall be provided in total and broken down by task as required by Section **L.2.7.1.1.2.2.2**

M.4.1.2.3 ***Knowledge and Understanding of Accreditation Requirement***:

M.4.1.2.3.1 Information that demonstrates the knowledge and understanding of the requirements and process for obtaining accreditation as required by Section **L.2.7.1.1.2.3**

M.4.1.2.4 ***Community-Based Reintegration Space Requirement:***

M.4.1.2.4.1 Information that demonstrates the ability to identify and acquire an appropriate space to administer the community-based re-integration program for committed male youth as required by Section **L.2.7.1.1.2.4**

M.4.1.2.5 ***Quality Assurance and Accountability System***:

Strategy for implementing a quality assurance and accountability systems as required by Section **L.2.7.1.1.2.5**

M.4.1.2.6 ***Management Information System***:

Information on the offeror's proposed management information system that has the capacity and capability to support the delivery of services as required by **Section L.2.7.1.1.2.6**

M.4.1.2.7 ***Staff Orientation, In-service Training and Professional Development:***

M.4.1.2.7.1 Draft staff orientation and in-service curriculums and schedules as required by Sections **L.2.7.1.1.2.7.1** and **L.2.7.1.1.2.7.2**

M.4.1.2.7.2 Draft plan that demonstrates the knowledge and understanding of the requirements for professional development training required for instructional personnel and administrators in order to provide a quality education for committed male youth in middle and high schools as required by Section **L.2.7.1.1.2.7.3**

M.4.1.2.7.3 Information that demonstrates interrelation between the proposed services delivery and the offeror's proposed staff orientation and in-service training as required by Section **L.2.7.1.1.2.7.4**

M.4.1.2.8 ***Staff Policies:***

M.4.1.2.8.1 Appropriate position descriptions for personnel as required by Section **L.2.7.1.1.2.8.2**

M.4.1.2.8.2 Policies related to recruitment, selection and retention of staff as required by Section **L.2.7.1.1.2.8.1**

M.4.1.2.8.3 Policy strategies for managing and maintaining the required staff/ student ratio in the classroom as required by Section **L.2.7.1.1.2.8.3.**

M.4.2 **Technical Approach**

M.4.2.1 This factor considers the technical approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. The factor considers the offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

M.4.2.2 The District will evaluate the offers based on the following:

M.4.2.2.1 Strategy for implementing each service element listed in Section **L.2.7.1.2.2.1.**

M.4.2.2.2 Utilization and application of recognized industry standards and best practice models

M.4.2.2.3 Innovative and creative approaches for providing the education program service elements listed in Section **L.2.7.1.2.2.1** to male youth committed at the Oak Hill Youth Center.

M.4.2.2.2 ***Evidence of Community Partnerships/Participation***:

Documentation to substantiate the evidence of community collaborative and partnerships as required by Section **L.2.7.1.2.2.2.**

M.4.3 **Past Performance**

M.4.3.1 This factor considers the offeror's past performance in carrying out services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance.

M.4.3.2 The District will evaluate the offers based on the following:

M.4.3.2.1 The offeror provides references for all contracts in which the offeror has performed similar work in the past three (3 years) using the Experience Questionnaire, Attachment **J.1.6** as described in Section **L.2.7.1.3.2.2** Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.3; and

M.4.3.2.2 The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form as described in Section **L.2.7.1.3.2.4.1**.

M.5.1 Cost or Price (L.2.7.2.2)

M.5.1.1 Determination of Points for Price

M.5.1.1.1 Price evaluations will account for up to 15 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.

M.5.1.1.2 Actual points assigned to each offeror in this category will be based on the offeror's total price for base years and the option years and will be computed in accordance with the following formula. The offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.

M.5.1.1.3 See the following formula:

$$\frac{\text{Lowest Price Proposal}}{\text{Price Score Being Evaluated}} \times (12) \text{ Weight} = \text{Evaluated Price of Proposal}$$

M.6.1 PREFERENCE (12 Points)

Preference Points (0-12 Points)

Longtime Resident Business	10 Points
Resident Business Ownership	3 Points
Small Business Enterprise	3 Points
Local Business Enterprise	2 Points
Business located in an Enterprise Zone	2 Points
Disadvantaged Business Enterprise	2 Points

M.6.2 TOTAL (112 Points)

M.7 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.7.1 Required Subcontracting Set-Aside

Fifteen percent (15%) of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer' s request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.7.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.7.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.7.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.7.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.7.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.7.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.7.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.7.3 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

M.7.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.7.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.7.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.7.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a

100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.7.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.7.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.7.4. Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.7.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.7.6 Vendor Submission for Preferences

M.7.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.7.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO**,** to include a copy of all relevant letters of certification from the SLBOC; or

M.7.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.7.6.1.3 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.7.6.1.4 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements. A LSDBE Certification Package is contained in Attachment **J.2.5**.

M.7.7 **Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. A copy of a subcontracting plan form is contained in Attachment **J.1.8.** Each subcontracting plan shall include the following:

M.7.7.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.7.7.2 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.7.7.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.7.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.7.7.5 A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;

M.7.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer,

that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.7.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.7.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and

M.7.7.9 A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

M.7.8 **Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M.8 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.9 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.9.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.9.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and

acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.