

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>2012 Youth Risk Behavior Survey</b>		Page of Pages 1   44	
2. Contract Number	3. Solicitation Number <b>DCGD-2012-R-0144</b>	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 8/13/2012	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Office of the State Superintendent of Education 810 1st Street, NW, 9th Floor Washington, DC 20002			8. Address Offer to: Office of Contracting and Procurement Office of the State Superintendent of Education 810 1st Street, NW, 9th Floor Washington, DC 20002		

**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 810 1st Street, NW, 9th Floor, Washington, DC 20002 until 2:00 PM local time September 11, 2012  
(Hour) (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 Anthonisha Felton	B. Telephone			C. E-mail Address <a href="mailto:anthonisha.felton@dc.gov">anthonisha.felton@dc.gov</a>
		(Area Code) 202	(Number) 481	(Ext) 3799	

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	26
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	4	X	J	List of Attachments	32
x	D	Packaging and Marking	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	9	X	K	Representations, certifications and other statements of offerors	33
X	F	Deliveries or Performance	10				
X	G	Contract Administration Data	12	X	L	Instructions, conditions & notices to offerors	34
X	H	Special Contract Requirements	18	X	M	Evaluation factors for award	40

**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ 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	15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
	(Area Code)	(Number)	(Ext)			

**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: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of *Office of the State Superintendent of Education (OSSE), Wellness and Nutrition Services (WNS), Youth HIV/AIDS Education and Awareness Program (the “District”)* is seeking a contractor to administer the Youth Risk Behavior Survey (YRBS), a CDC developed tool, which is used to measure six priority risk behaviors of adolescents in grades 6-12.

**B.2** The District contemplates award of firm fixed price contract.

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.3.1 BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
0001 (Base Year)	Youth Risk Behavior Survey (YRBS) Administration	\$ _____
<b>Grand Total for B.1</b>		\$ _____

**B.3.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
1001	Youth Risk Behavior Survey (YRBS) Administration	\$ _____
<b>Grand Total for B.2</b>		\$ _____

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
2001	Youth Risk Behavior Survey (YRBS) Administration	\$ _____
<b>Grand Total for B.2</b>		\$ _____

2012 Youth Risk Behavior Survey (YRBS)

**B.3.4 OPTION YEAR THREE**

Contract Line Item No. (CLIN)	Item Description	Total Price
3001	Youth Risk Behavior Survey (YRBS) Administration	\$_____
<b>Grand Total for B.2</b>		\$_____

**B.3.5 OPTION YEAR FOUR**

Contract Line Item No. (CLIN)	Item Description	Total Price
4001	Youth Risk Behavior Survey (YRBS) Administration	\$_____
<b>Grand Total for B.2</b>		\$_____

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The Office of the State Superintendent of Education, Wellness and Nutrition Services Division (OSSE, WNS), Youth HIV/AIDS Education and Awareness Program, is a Department of Health and Human Services, Centers for Disease Control (CDC) grant funded program. One of the goals of the grant is to assist the District of Columbia in administering the Youth Risk Behavior Survey (YRBS), a CDC developed tool, which is used to measure six priority risk behaviors of adolescents in grades 6-12. The survey is administered in DC public schools every two years, the results of which are analyzed and disseminated through fact sheets and full reports to Local Education Authorities (LEAs), schools, community based organizations, government agencies, and the community at large.

### **C.2 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference:

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>	<b>Location</b>
<b>0001</b>	<b>Pdf</b>	<b>CDC Grant Award</b>	<b>2/28/2008</b>	<b>See attached.</b>
<b>0002</b>	<b>Pdf</b>	<b>Healthy Schools Act</b>	<b>2010</b>	<b>See attached.</b>

### **C.3 DEFINITIONS**

These terms when used in this RFP have the following meanings:

DCPS- DC Public Schools

OSSE – Office of the State Superintendent of Education

PCS – DC Public Charter Schools

DOH - Department of Health

APRA - Addiction Prevention and Recovery Administration, of the Department of Health

ELL – English Language Learner

CDC – Center for Disease Control

### **C.4 BACKGROUND**

The Office of the State Superintendent of Education, Wellness and Nutrition Services Division (OSSE, WNS), Youth HIV/AIDS Education and Awareness Program seeks the assistance of a contractor to administer the 2012 Youth Risk Behavior Survey (YRBS). The contractor will work with OSSE to administer the YRBS in 19 DCPS high schools, and 33 DCPS middle schools. In 2012, the scope of the DC YRBS will be expanded compared to past cycles to include all DCPS high and middle school students in grade 6 through 12 as well as all students in grades 6 through 12 in the approximately 60 DC Public Charter schools. Thus, all students in

## 2012 Youth Risk Behavior Survey (YRBS)

grades 6 through 12 in both DCPS and Public Charter schools will be surveyed. In the DCPS middle and high schools, as many as 18,000 students may participate and in Public Charter middle and high schools as many as 13,000 students may participate in the YRBS. Thus, as many as 31,000 students from 112 schools may participate in this survey.

The survey administration window is October 3rd through November 16, 2012 for primary data collection with revisits continuing until December 14, 2012. Data will be collected through the use of a paper questionnaire and a self-administered, optically scannable, answer sheet to intact classes of students. In order to complete survey administration, the contractor will work with Westat, CDC's data contractor, in order to complete all data compilations and in order to produce the analysis and reports.

### **C.5 REQUIREMENTS**

- C.3.1** The Contractor shall communicate with OSSE, CDC, and Westat as needed to complete tasks, make decisions, and inform on progress and obstacles.
- C.3.2** The Contractor shall perform outreach to all school points of contact to collect school master schedules, review schedules to remove ineligible classes such as ELL and intact special education classes, and determine administration dates for each LEA and respective schools.
- C.3.3** The Contractor shall develop informational materials for school point of contact.
- C.3.4** The Contractor shall identify and hire YRBS data collectors with a basic background knowledge of school operations, culture, and functioning.
- C.3.5** The Contractor shall ensure data collectors and any other personnel being sent into participating schools have had criminal background checks.
- C.3.6** The Contractor shall conduct a data collector training to familiarize data collectors with all survey materials, procedures and expectations, purpose of survey, timeline, and outreach guidelines and procedures.
- C.3.7** The Contractor shall assign data collectors to participating schools.
- C.3.8** The Contractor shall ensure all survey materials (data collector instructions, survey booklets, answer sheets, school and class level sample form, pencils) are purchased and delivered according to school and participating classes.
- C.3.9** The Contractor shall schedule data collection and ensure completion of data collection according to schedule.
  - C.3.9.1** OSSE will provide school information including school address, ward number, phone number, principal name, and Local Education Authority (LEA) participation letters of agreement listing all participating schools.
  - C.3.9.2** Survey recruiters shall confirm schedule for assigned dates and time with OSSE points of contact (Points of contact will be provided by OSSE, at each Local Education Authority

## 2012 Youth Risk Behavior Survey (YRBS)

(LEA) of DC Public Schools (DCPS) and Public Charter Schools (PCS) and their respective campuses).

- C.3.9.3** Survey recruiters shall complete class ID assignment process in accordance to YRBS protocol developed by the CDC.
- C.3.9.4** Survey recruiters shall provide schools with copies of passive parental/guardian consent permission forms for distribution to the students.
- C.3.9.5** Survey recruiters shall ensure survey materials are brought by data collectors to each school and that school points of contact understand survey administration procedures.
- C.3.9.6** School data collectors will work with school points of contact to identify any students who were opted out of the survey through parental/guardian consent forms returned to the LEA and/or school.
- C.3.9.7** School data collectors will be present at schools on administration day to ensure survey is administered according to protocol with the intent that no less than a 75% overall response rate is achieved. Wherever feasible, make-up sessions will be scheduled to improve response rates, especially if initial response rates fall below 75%.
- C.3.9.8** Data collectors will ensure all CDC required paperwork is completed and submitted to the CDC.
- C.3.10** The Contractor shall ensure all survey materials have been checked for quality and accuracy in accordance to CDC YRBS protocol, and are prepared for scanning and analysis.
- C.3.11** The Contractor shall coordinate with OSSE, CDC, and Westat to ensure all materials and documentation are delivered to Westat for data collection.
- C.3.12** The Contractor shall provide assigned OSSE personnel with a weekly update on progress of administration of survey (including calculated weights).
- C.3.13** The Contractor shall, upon receipt of the data from CDC, provide OSSE personnel with a Ward and Citywide reports for DCPS schools only and for DCPS and Charter School data combined. Specifically, reports will include:

### DCPS only Citywide report

1 report of public MS and HS data for the entire City for selected variables by gender, race, grade (using data provided in CDC weighted data files – no additional data analysis would be required). Trend data will be included.

24 page (signature of 8 pages for a booklet format)

Color copy/graphics

10 printed copies of the report

1 electronic copy (pdf)

### Aggregated DCPS and DC Public Charter School Ward-level reports

## 2012 Youth Risk Behavior Survey (YRBS)

1 report for each of the 8 Wards containing public and charter MS and HS data for selected variables by gender, race, grade (using data provided in CDC weighted data files – no additional data analysis would be required)

24 pages each (signature of 8 pages for a booklet format)

Color copy/graphics

10 printed copies of each Ward report

1 electronic copy (pdf)

### Aggregated DCPS and DC Public Charter School Citywide report

1 report of public and charter MS and HS data for the entire City for selected variables by gender, race, grade (using data provided in CDC weighted data files – no additional data analysis would be required).

24 page (signature of 8 pages for a booklet format)

Color copy/graphics

10 printed copies of the report

1 electronic copy (pdf)

**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by 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 March 2007. (Attachment J.1)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of twelve (12) months from date of award specified on the cover page of this 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 four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor 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 Section B of 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**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/ Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
	<b>Administration Tasks/Schedule</b>				
0001	Weekly Administration update	1	Email, phone call	Each Monday by 5:00 pm EST	Contract Administrator (CA)
0002	Questionnaire and other survey material preparation and printing	TBD	Hard Copy to Westat via US Mail	Monday, September 30, 2012	Contract Administrator (CA)
0003	Survey administrator hiring and training	n/a	n/a	Monday, October 01, 2012	Contract Administrator (CA)

2012 Youth Risk Behavior Survey (YRBS)

0004	Complete one half of data collection (approximately 8,000 questionnaires)	TBD	Hard Copy to Westat via US Mail	11/1/2012 or when 8,000 questionnaires have been received and documented (whichever is earlier).	Contract Administrator (CA)
0005	LEA/School survey scheduling, classroom IDs, and logistics for survey administration for first 25 schools	TBD	Hard Copy to Westat via US Mail	Tuesday, October 30, 2012	Contract Administrator (CA)
0006	LEA/School survey scheduling, classroom IDs, and logistics for survey administration for remaining schools	TBD	Hard Copy to Westat via US Mail	Friday, December 14, 2012	Contract Administrator (CA)
0007	Complete second half of data administration	TBD	Hard Copy to Westat via US Mail	12/21/12 or when all schools and all eligible student questionnaires have been received and documented (whichever is earlier).	Contract Administrator (CA)
0008	Data Preparation	TBD	Hard Copy to Westat via US Mail	Completion of data processing and shipment to CDC contractor for scanning 12/21/12	Contract Administrator (CA)
	<b>Reporting Tasks/Schedule</b>				
0009	Draft of DCPS/Charter 8 Ward level reports and DC Citywide report	1	Email	Friday, June 21, 2012*	Contract Administrator (CA)
0010	Final of DCPS/Charter 8 Ward level reports and DC Citywide report	1	Email	Friday, July 19, 2012	Contract Administrator (CA)
				*Assuming data receipt from CDC no later than April 1, 2013. If data are received after this date, deliverable	

				deadlines will need to be modified accordingly.	
--	--	--	--	---	--

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

**SECTION G: CONTRACT ADMINISTRATION**

**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 30<sup>th</sup> 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 or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Office of the State Superintendent of Education (OSSE)  
 Office of the Controller/Agency CFO  
 810 First Street, NE, 9th Floor  
 Washington, DC 20002  
 Telephone 202-727-6436

(Via Email: [ossevendor.invoices@dc.gov](mailto:ossevendor.invoices@dc.gov))

**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 (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 supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

- 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.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency 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**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule"; and
- c) 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 to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- 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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) 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
- b) 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 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

## 2012 Youth Risk Behavior Survey (YRBS)

c) the 15<sup>th</sup> 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.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Alvin N. Stith  
Office of Contracting and Procurement  
Address: 810 First Street, NE, 9th Floor  
Telephone: 202-481-3798  
E-mail address: [alvinn.stith@dc.gov](mailto:alvinn.stith@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO 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 CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

2012 Youth Risk Behavior Survey (YRBS)

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

***Rhoma Battle***  
***Senior Program Analyst***  
***810 First Street, NE, 9<sup>th</sup> Floor***  
***Washington, DC 20002***  
***Telephone: 202-724-7627***  
***Fax: : 202-724-7656***  
***[Rhoma.Battle@dc.gov](mailto:Rhoma.Battle@dc.gov)***

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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.

## **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 Department of Employment Services ("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. 2005-2103 Rev. 12, dated 6/13/12, 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO 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.4 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 CA 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

## 2012 Youth Risk Behavior Survey (YRBS)

maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** 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.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) 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.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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.5.4** 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.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or

2012 Youth Risk Behavior Survey (YRBS)

- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

## 2012 Youth Risk Behavior Survey (YRBS)

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO 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, Culpeper, 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
- (4) DOES certifies 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.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO 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 this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6 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 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

## **H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

2012 Youth Risk Behavior Survey (YRBS)

During the performance of this 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.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 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.8.2** 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](http://www.ocp.dc.gov).
- H.8.3** 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.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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.8.6** 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.8.7** 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.8.8** 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.8.9** 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.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

## 2012 Youth Risk Behavior Survey (YRBS)

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
  - H.9.2.4** 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;
  - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
  - H.9.2.6** 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;
  - H.9.2.7** 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;
  - H.9.2.8** A list of 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 assurances that the prime contractor will make such records available for review upon the District's request; and
  - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
  - H.9.3.2** A brief description of the goods procured or the services contracted for;

## 2012 Youth Risk Behavior Survey (YRBS)

- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

### **H.9.4 Subcontractor Standards**

**H.9.4.1A** prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to 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 certified business enterprises, whichever is greater, for each such breach.

## **H.10 DISTRICT RESPONSIBILITIES**

The District will provide school information including school address, ward number, phone number, principal name, and Local Education Authority (LEA) participation letters of agreement listing all participating schools.

## **H.11 CONTRACTOR RESPONSIBILITIES**

See Section C.3.

## **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 March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://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**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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

## 2012 Youth Risk Behavior Survey (YRBS)

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
- (i) the data is marked by the Contractor with the following legend:

### **RESTRICTED RIGHTS LEGEND**

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the 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 CO 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.

## 2012 Youth Risk Behavior Survey (YRBS)

**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 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.7 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 CO. 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.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury;

contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. **DURATION**. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION**. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Alvin N. Stith  
810 First Street, NE, 9<sup>th</sup> Floor  
Washington, DC 20002  
202-481-3798, alvinn.stith@dc.gov

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

**I.9 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.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.



**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination 2005-2103, Rev. 12, 06/13/12
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation Attachments”

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 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.2 PROPOSAL ORGANIZATION AND CONTENT**

**L.2.1** One original and four (4) copies of the written response typewritten in 12 point font size on 8.5" by 11" paper and one CD with an electronic PDF version of the written response shall be submitted. No telephonic or facsimile responses will be accepted. Electronic PDF versions of the written response on a CD shall be permitted so long as the four (4) copies of the typewritten written response are submitted within five (5) business days after the electronic submission. Each hardcopy response shall be submitted in a sealed envelope conspicuously marked: "Response to Solicitation No.: DCGD-2012-R-0144, and 2012 Youth Risk Behavior Survey".

**L.2.2** Candidates are directed to the specific response evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Candidate shall respond to each factor in a way that will allow the OSSE to evaluate the Candidate's response. The Candidate 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 response shall facilitate evaluation and best value source selection for all responses. The technical response must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

**L.2.3** Response must be on 8 ½" by 11" paper, bound on the left hand side, and organized into numbered sections as described below. In addition to the response provided on 8 ½ by 11 paper, the applicant should also provide an electronic version of the file on a CD, with all documents scanned into a PDF file.

#### **L.2.3.1. Title Page**

Indicate the Solicitation number and subject, the name of the Candidate, address, telephone number, fax number, e-mail address, name of the contact person and the date.

#### **L.2.3.2 Table of Contents**

## 2012 Youth Risk Behavior Survey (YRBS)

Include a clear identification of the material by section and by page number.

### **L.2.3.3 Letter of Transmittal (Limit to two (2) pages)**

#### **L.2.3.4 Understanding and Approach**

(A) State your understanding of the services to be provided.

(B) State the approach to be exercised to accomplish the service to be performed.

**L.2.4** The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

**L.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

**L.2.6** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

### **L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) 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 §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

### **L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be fully received no later than the closing date and time.

**L.4.1.2** Email, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

**L.4.1.3 Hand Delivery or Mailing of Response**

Delivery or Mail to:  
Office of Contracting and Procurement  
OSSE Procurement Office  
Address: 810 1St. Street, NE, 9th Floor  
Washington, DC 20002  
Attention: Anthonisha S. Felton, Contract Specialist  
Phone: (202) 481-3799  
Email: [Anthonisha.felton@dc.gov](mailto:Anthonisha.felton@dc.gov)

**L.4.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

**L.4.3 Late Proposals**

The District's will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

**L.4.4 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.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via Email. The prospective offeror should submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses via Email. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal 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:

**"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.**

**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**

## 2012 Youth Risk Behavior Survey (YRBS)

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**

N/A.

### **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 ten (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, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

### **L.9 UNNECESSARILY ELABORATE PROPOSALS**

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 visual and other presentation aids are neither necessary nor desired.

### **L.10 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.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

### **L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Anthonisha S. Felton  
810 First Street, NE, 9<sup>th</sup> Floor  
202-481-3799, [Anthonisha.felton@dc.gov](mailto:Anthonisha.felton@dc.gov)

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.14 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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

**L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such 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.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.16 FAMILIARIZATION WITH CONDITIONS**

## 2012 Youth Risk Behavior Survey (YRBS)

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.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

2012 Youth Risk Behavior Survey (YRBS)

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## 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

M.2.1 The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
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.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for

## 2012 Youth Risk Behavior Survey (YRBS)

the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA (80 Points Maximum)**

##### **M.3.1.1 Factor A - Experience and Past Performance (50 points).**

Offeror shall describe specific experience pertaining to the YRBS or other similar school based student survey, including specific examples of expert data collection design and implementation. The Offeror shall state the team’s individual and combined expertise that would enable successful completion of the project. And the Offeror shall list and briefly describe relevant projects that have been completed by the team.

##### **M.3.1.2 Capable Staff (20 points).**

Offeror shall identify all team members, including the Principal or Lead contact, who will be responsible for ensuring that the assigned work is completed in a timely manner and is of good quality. The Offeror shall provide a clear description of the roles and responsibility of each key person in completing the work plan. The Offeror shall provide the names and addresses of subcontractors. The Offeror shall describe how they plan to coordinate the design and implementation of the YRBS with OSSE and Local Education Authorities. The Offeror shall describe how they you would manage and maintain flexibility to accommodate potentially short notification times and tight deadlines. The Offeror shall include resumes of all key team members, which shall be provided in an appendix.

##### **M.3.1.3 Business History (10 points).**

Offeror shall describe the history and mission of their business, especially as it relates to having produced similar products and services for similar clients, including having worked with other State Education Agencies and District of Columbia agencies (i.e. the Department of Mental Health, Department of Health, DC Public Schools and Deputy Mayor for Education). The Offeror shall summarize their understanding of the objectives and requirements of this statement of work, and briefly identify key information about their organization and any other organizations that are part of the Offeror’s team. The Offeror shall describe how the organization or team is qualified to perform and complete the services requested under this Statement of Work.

#### **M.3.2 PRICE CRITERION (20 Points Maximum)**

**M.3.2.1** The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (100 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4 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.5. Preferences for Certified Business Enterprises**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

## 2012 Youth Risk Behavior Survey (YRBS)

- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

### **M.5.2 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 is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.5.3 Preferences for Certified Joint Ventures**

When DSLBD 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** 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: CBE Certification Program  
441 Fourth Street, NW, Suite 970N

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** 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.6.2** 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.

WD 05-2103 (Rev. -12) was first posted on www.wdol.gov on 06/19/2012

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D. C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No. : 2005-2103  
Revision No. : 12  
Date Of Revision: 06/13/2012

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
King George, Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Recepti onist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51

Wage Determination 05-2103.pdf

05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69

Wage Determination 05-2103.pdf

12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88

Wage Determination 05-2103.pdf

16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75

Wage Determination 05-2103.pdf

23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneumatic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13

Wage Determination 05-2103.pdf

29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50

Wage Determination 05-2103.pdf

99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Wage Determination 05-2103.pdf

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

# **“THE LIVING WAGE ACT OF 2006”**

**Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-11)**

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.**

## **The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

**“Contract” means a written agreement between a recipient and the District government.**

**“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.**

**“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.**

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 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 residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

**Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.**

**All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.**

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

**To file a complaint contact: Department of Employment Services**

**Office of Wage-Hour**

**64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002**

**(202) 671-1880**



## **LIVING WAGE ACT FACT SHEET**

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

**Effective January 1, 2010, the living wage rate is \$12.50 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current 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;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;
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 of Columbia;
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.

## **Enforcement**

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Office of the Chief Financial Officer**

**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Name of Organization/Entity  
Business Address (include zip code)  
Business Phone Number(s)**

**Principal Officer Name and Title  
Square and Lot Information  
Federal Identification Number  
Contract Number  
Unemployment Insurance Account No.**

"I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization."

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

**Signature of Authorizing Agent**

**Title**







An original and two copies of the progress report are due annually and must be submitted within 90 days after the end of the budget period. All progress reports should address the following: (1) A comparison of actual accomplishments to the goals established for the period, (2) the reasons for slippage if established goals are not met, and (3) other pertinent information, when appropriate, analysis and explanation of unexpectedly high costs of performance. Please place your award number on your progress report. An annual Financial Status Report (FSR) must be filed no later than 90 days after Budget period. This report should be submitted by your business office on the Form 269 and should include only those funds authorized and expended during the budget period of which the report is being submitted. Any FSR submitted on a cumulative basis will be returned. The final performance report and FSR are due no later than 90 days after the end of the project period.

#### PRIOR APPROVAL

CDC policy requires all requests that require the prior approval must bear the signature of an authorized official of the grantee business office as well as that of the principal investigator or program director. Any request received without two signatures will be returned to the grantee unprocessed. Additionally, any request involving funding issues must include a new proposed budget, and a narrative justification of the requested changes.

**Prior Approval Costs:** Prior approval costs are items not funded due to lack of available funds. If additional funding becomes available, a formal request is required prior to award of these items. ATTACHMENT II contains a detailed listing of prior approval items pertinent to this award.

#### PUBLICATIONS

Publications, journal articles, etc., produced under a CDC Grant/cooperative agreement project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number DP001206 from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Centers for Disease Control and Prevention.

#### INVENTIONS

Acceptance of grant funds obligates recipients to comply with the "standard patent rights" clauses in 37 CFR 401.14.

#### EQUIPMENT AND PRODUCTS

To the greatest extent practicable, all equipment and products purchased with CDC funds should be American made.

#### ACKNOWLEDGMENT OF FEDERAL SUPPORT

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### INSPECTOR GENERAL

For your information, the United States Department of Health and Human Services Inspector General maintains a toll-free telephone number, 800-447-8477 (800-HHS-TIPS), or email address HTIPS@os.dhss.gov, for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

#### PAYMENT INFORMATION

##### Automatic Drawdown

Payments under these awards are made available through the Payment Management System (PMS). PMS is administered by the Division of Payment Management. Their website address is:

<http://www.dpm.psc.gov>. They will forward instructions for obtaining payments. Inquires should be directed to:

Director, Division of Payment Management,  
OS/ASAM/PSC/FMS/DPM  
P.O. Box 6021  
Rockville, MD 20852

**Fax Numbers:**

University and Non-Profit Payment Branch: (301) 443-2672  
Governmental and Tribal Payment Branch: (301) 443-2569  
Cross Servicing Payment Branch: (301) 443-0377

**AUDIT FILING COMPLIANCE**

If an audit is due under OMB Circular A-133, it must be submitted, with a data of collection form, to the Federal Audit Clearinghouse within nine (9) months the end of the organization's fiscal year/audit period.

**CDC CONTACTS**

Grants Management Officer (GMO)  
Nealean K. Austin  
CDC, Grants Management Office  
2920 Brandywine Road, Suite 3000  
Atlanta, GA 30341-2683  
Telephone: (770) 488-2722  
Fax: (770) 488-2777

Business and Grants Policy Contact  
Cynthia Thompson, Grants Management Specialist  
CDC, Grants Management Office  
2920 Brandywine Road, Suite 3000  
Atlanta, GA 30341-2683  
Telephone: (770) 488-2714  
Fax: (770) 488-2777  
E-Mail: [cbt1@cdc.gov](mailto:cbt1@cdc.gov)

Programmatic Contact  
Amy Bianchi  
NCCDPHP, DASH  
4770 Buford Highway, NE, M/S K-31  
Atlanta, GA 30341  
Telephone (770) 488-6105  
[cpu4@cdc.gov](mailto:cpu4@cdc.gov)

**STAFF CONTACTS**

**Grants Management Officer: William J Ryan**  
105 SALLY ANN DRIVE  
PITTSBURGH PA 15214

**SPREADSHEET SUMMARY**

**GRANT NUMBER: 1U87DP001206-01**

**INSTITUTION: DISTRICT OF COLUMBIA STATE EDUC OFFICE**

<b>Budget</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Salaries and Wages	\$167,277				
Fringe Benefits	\$30,000				
Consultant Services	\$3,282				
Supplies	\$18,304				
Travel Costs	\$5,288				
Other Costs	\$16,285				
Consortium/Contractual Cost	\$20,555				
<b>TOTAL FEDERAL DC</b>	<b>\$260,991</b>	<b>\$260,991</b>	<b>\$260,991</b>	<b>\$260,991</b>	<b>\$260,991</b>
<b>TOTAL FEDERAL F&amp;A</b>	<b>\$31,318</b>	<b>\$31,318</b>	<b>\$31,318</b>	<b>\$31,318</b>	<b>\$31,318</b>
<b>TOTAL COST</b>	<b>\$292,309</b>	<b>\$292,309</b>	<b>\$292,309</b>	<b>\$292,309</b>	<b>\$292,309</b>

<b>District of Columbia Department of Education</b>				
<b>DP001206</b>	<b>Attachment I</b>			
	<b>Requested</b>	<b>YRBS</b>	<b>HIV</b>	<b>Total</b>
<b>Budget Category</b>				
Personnel	\$167,277	\$17,280	\$149,997	\$167,277
Fringe Benefits	\$29,999	\$0	\$30,000	\$30,000
Consultant	\$4,700	\$1,482	\$1,800	\$3,282
Equipment	\$0	\$0	\$0	\$0
Supplies	\$29,715	\$375	\$17,929	\$18,304
Travel	\$5,288	\$396	\$4,892	\$5,288
Other	\$16,296	\$10,000	\$6,285	\$16,285
Contractual	\$34,500	\$10,554	\$10,001	\$20,555
<b>Total Direct Costs</b>	<b>\$287,775</b>	<b>\$40,087</b>	<b>\$220,904</b>	<b>\$260,991</b>
<b>Indirect Costs</b>	<b>\$34,433</b>	<b>\$4,810</b>	<b>\$26,508</b>	<b>\$31,318</b>
<b>Total Approved Budget</b>	<b>\$322,208</b>	<b>\$44,897</b>	<b>\$247,412</b>	<b>\$292,309</b>

**GRANTEE NAME: District of Columbia**  
**AGREEMENT NUMBER: 001206**

**ATTACHMENT II**

**Prior Approval Items**

CATEGORY	DESCRIPTION	AMOUNT REQUESTED	AMOUNT RECOMMENDED	AMOUNT AWARDED
<b>YRBS</b>	Contractual	\$14,500	\$10,554	\$10,544
	Consulting	\$2,000	\$1,482	\$1,482
<b>HIV</b>	Consulting	\$2,700	\$1,800	\$1,800
	Supplies (Edu. Supplies)	\$29,340	\$17,929	\$17,929
	Contractual	\$20,000	10,001	\$10,001

NOTE: Prior Approval Items (PAI) reduced due to insufficient funds.

**SUMMARY STATEMENT**  
**Objective Review of Proposals for Program Announcement #DP08-801**

**Date:** December 20, 2007

**Applicant:** State Superintendent of Education (OSSE), District of Columbia

**Application #:**

**Human Subjects Issues:** No

**Priority 1 Structural Review:** Youth Risk Behavior Survey (YRBS)  
**Priority 2 Structural Review:** HIV Prevention (HIV)  
**Priority 3 Objective Review:** Coordinated School Health Programs/Physical Activity, Nutrition and Tobacco (CSHP/PANT)

**Priority 1 Funding Requested:** \$ 49,897  
**Priority 2 Funding Requested:** \$272,411  
**Priority 3 Funding Requested:** \$419,725

**Priority 1 Recommendation:** Recommended for Further Consideration  
**Priority 2 Recommendation:** Recommended for Further Consideration  
**Priority 3 Recommendation:** Recommended for Further Consideration

**Priority 1 Average Score:** 82  
**Priority 2 Average Score:** 47  
**Priority 3 Average Score:** 72.83

**Priority 1 Structural Review: Youth Risk Behavior Survey (YRBS)****Reviewer's Comments on Background and Need**

## Summary of Strengths:

- The applicant clearly describes the need for systematic procedures to monitor critical health-related behaviors among high school students (and other groups of students) within the applicant's jurisdiction through implementation of the YRBS.

## Summary of Weaknesses:

- None noted.

## List of recommendations for program improvements or technical assistance:

- None noted.

**Reviewer's Comments on Capacity**

## Summary of Strengths:

- The applicant describes how its existing organizational structure supports the collection of data to monitor critical health-related behaviors among high school students within the applicant's jurisdiction through implementation of the YRBS.
- The applicant provides sufficient evidence of experience, expertise, and existing capacity in conducting scientifically credible youth risk behavior surveys, such as the YRBS, according to established sampling and data collection procedures to obtain weighted data.
- The applicant provides sufficient evidence of experience, expertise, and existing capacity in developing and disseminating to key stakeholders reports, fact sheets, websites, brochures, journal articles, press releases, and/or oral presentations based on weighted data from scientifically credible youth risk behavior surveys, such as the YRBS.
- The applicant provides evidence of experience, expertise, and existing capacity in using weighted data from scientifically credible youth risk behavior surveys, such as the YRBS, to help improve programs and policies for youth and to identify health disparities impacting youth.

## Summary of Weaknesses:

- None noted.

## List of recommendations for program improvements or technical assistance:

- None noted.

**Reviewer's Comments on Program Management and Staffing**

## Summary of Strengths:

- The applicant has at least one staff person assigned to the cooperative agreement designated specifically for this Priority within either the education or health agency with the time, responsibility, and authority to carry out the activities identified in the Workplan.

- The applicant provides an organizational chart and clear position descriptions that indicate YRBS staff will have the credentials, knowledge, training, and experience in working with schools and performing assigned responsibilities.

Summary of Weaknesses:

- The applicant does not provide curricula vitae that indicate YRBS staff will have the credentials, knowledge, training, and experience in working with schools and performing assigned responsibilities.

List of recommendations for program improvements or technical assistance:

- None noted.

**Reviewer's Comments on Workplan**

Summary of Strengths:

- The applicant proposes a goal that is specific and feasible for the five-year project period and is consistent with the purpose and requirements of the funding Priority.
- The applicant proposes objectives for the first annual budget period that are specific, measurable, achievable, realistic, and time-phased (SMART) and are directly related to the goals, purpose, performance measures, and requirements of the Priority.
- The applicant describes activities that are likely to achieve the objectives identified.
- The applicant provides a timeline that is reasonable, clear, and consistent with the objectives and activities.

Summary of Weaknesses:

- None noted.

List of recommendations for program improvements or technical assistance:

- None noted.

**Reviewer's Comments on Budget Narrative**

Summary of Strengths:

- The applicant provides a detailed budget and narrative consistent with the stated objectives, planned activities, and performance measures of the project.

Summary of Weaknesses:

- The applicant does not provide sufficient justification or clarity about the role of the contractual services (\$14,5000) or consultant (\$2,000) in either the budget narrative or workplan.

List of recommendations for program improvements or technical assistance:

- Restrict use of funds for contractual services and the consultant until their role and purpose are sufficiently clarified.

**Priority 2 Structural Review: HIV Prevention (HIV)**

**Reviewer's Comments on Background and Need**

Summary of Strengths:

- The applicant provides an adequate description of the background and need for the proposed HIV prevention education program.

- The applicant uses YRBS data and DC HIV/AIDS surveillance data to describe health risks and problems.
- The applicant includes information regarding GLBTQ populations. However, it is unclear if the applicant is describing high school students, middle school students, or all students, and the reference for the citation is not included.

#### Summary of Weaknesses:

- The applicant does not include any other relevant data sources beyond YRBS and DC HIV/AIDS surveillance.
- The applicant does not include information on any other sexual risk markers, such as chlamydia or gonorrhea in the "Background and Need" section.
- The applicant did not include any racial/ethnic sub-population data.

#### List of recommendations for program improvements or technical assistance:

- If funded, the applicant should include additional data sources in their assessment of need indicating other sexual risk measures, and provide a clear rationale for proposed plans.
- If funded, the applicant should include information on other sexual risk markers in their assessment of need to address HIV prevention among D.C. youth.

#### Reviewer's Comments on Capacity

##### Summary of Strengths:

- The applicant obtained weighted data on the 2007 YRBS for grades 6 - 8 and 9 - 12.
- The applicant adequately demonstrates its capacity to disseminate YRBS and *School Health Profiles* data to key stakeholders.
- The applicant is currently administering *School Health Education Profiles*.
- The applicant has used other CDC data tools, including *Indicators*, training tracker, and the *School Health Index*.
- The applicant has experience providing professional development to schools. They have recently revised their professional development courses. Their revised 6 hour course now allows DCPS personnel to earn professional learning units required for teacher licensure and re-certification.
- The applicant provides evidence of having a successful history and commitment for forming partnerships and networks in order to maximize existing human and fiscal resources, coordinate and streamline efforts, and avoid duplication of effort. Examples of these partnerships include American Psychological Association, DCPS Office of Academic Services, the Interagency Collaboration and Integrated Services Commission, the D.C. Metropolitan Police Department, and DC-PFLAG.
- The applicant provides adequate evidence to demonstrate its ability to capitalize on existing infrastructures and networks such as the American Psychological Association to provide training to nurses, social workers, counselors, and mental health providers on services for youth.

##### Summary of Weaknesses:

- The applicant indicates that in the past, the District of Columbia has received funding under this priority through D.C. Public Schools (as the eligible LEA in D.C.). However, in 2007, due to a change in legislation, the Office of the State Superintendent of Education (OSSE) received operational authority for all functions of a state education agency. (p. 1) The applicant further notes that the OSSE intends to build on the framework of the former HIV/AIDS Education Program. (p. 7) However, the applicant does not provide enough detail to demonstrate how the proposed HIV/AIDS program will function in this new organizational structure.
- The applicant notes that many organizations are involved in D.C.'s HIV prevention activities, but the specific role or niche of the HIV/AIDS Education Program is unclear.
- The organizational chart does not specify where the HIV/AIDS program will be located, or how it will be linked with the other programs in the new Coordinated School Health Office located within the Nutrition Services Department.
- The applicant does not include letters of support from key partner organizations, including those listed in their partnership list on p. 7 and throughout the application, which would demonstrate evidence of the capacity of the applicant to establish and maintain effective partnerships.
- The applicant notes that the HIV/AIDS Education Program was represented on several advisory groups focused on coordinating technical assistance with a network of state, local, and nonprofit education and advocacy organizations, but failed to provide any description as to the nature of the technical assistance.
- The applicant references MOUs with many CBOs that work with GLBTQ youth, but they are not included with the application. Also a "signed agreement" is noted with DC-PFLAG, but supporting documentation, or letter of support, is not included in the application.

List of recommendations for program improvements or technical assistance:

- If funded, the applicant should clarify where the HIV/AIDS Education Program is housed, its relationship with other programs located within the Coordinated School Health Program, and its reporting relationship with the OSSE. It should also ensure that placement of this office is such that there are clear organizational connections to other school health programs and services and that there are clear lines of management communications to support proposed personnel and plans.
- If funded, the applicant should provide letters of support or commitment or MOUs/MOAs from partners, including DC-PFLAG, detailing their willingness and commitment to assist with specific activities identified in the proposed workplan.

**Reviewer's Comments on Workplan Overview**

Summary of Strengths:

- The applicant provides three goals that are consistent with the intent of the program announcement. However, the applicant does not specify how activities will reach targeted populations.

Summary of Weaknesses:

- The workplan overview did not identify the complementary roles and responsibilities of partners, or specify partner contributions.
- The applicant does not provide sufficient detail as to how internal and external partners were involved in the development of the workplan.

- The workplan overview references, but does not provide adequate detail on, the development of a program inventory or a strategic plan.
- The letters of support that are included are general in nature, and lack commitment to any specific activities detailed in the first budget period workplan. Therefore, it is difficult to determine the organization's understanding and willingness to carry out any specific activities detailed in the workplan.
- The workplan overview does not clearly explain how the goals and objectives of the workplan will address the issues described in the Background and Need section.
- The workplan overview does not clearly describe how the activities described complement one another.

List of recommendations for program improvements or technical assistance:

- If funded, the applicant should clearly describe internal and external partner roles in the HIV/AIDS education program, and clarify the specific function that the OSSE will fill.
- If funded, the applicant should clearly articulate their plans to conduct a program inventory and develop a strategic plan.
- If funded, the applicant should provide letters of support from partners that describe their specific commitment to the activities described in the first budget period workplan.
- If funded, the workplan overview should more clearly explain how the goals and objectives of the workplan will address the issues described in the Background and Need section.
- If funded, the workplan overview should more clearly describe how the activities described complement one another.

### **Reviewer's Comments on Program Monitoring**

Summary of Strengths:

- The OSSE has the capacity and legislative authority to monitor schools.
- The applicant proposes to communicate programmatic impact by submitting written Success Stories annually and semi-annually. Additionally, the program is encouraging organizations that have an MOU with them to report Success Stories.
- The applicant has indicated that it will use the results of the program inventory to identify gaps and improve program delivery.

Summary of Weaknesses:

- The applicant does not adequately describe how all annual and long-term objectives identified in the workplan will be fully assessed through process evaluation procedures.
- Although the applicant indicates that it will use *Indicators for School Health Programs* to track the percentage of schools that are implementing specific, effective HIV prevention policies and practices, but this activity is not included in the workplan.
- The applicant does not adequately describe how the outcome evaluation data used to complete the *Indicators for School Health Programs* and *School Health Profiles* instruments will be collected.

List of recommendations for program improvements or technical assistance:

- If funded, the applicant should provide a detailed description of how all annual and long-term objectives identified in the workplan will be fully assessed through process evaluation procedures.
- If funded, the applicant should explain how the outcome evaluation data used to complete the *Indicators for School Health Programs* and *School Health Profiles* instruments will be collected and ensure that activities related to these data reporting mechanisms are addressed in the workplan.

### **Reviewer's Comments on Program Management and Staffing**

#### Summary of Strengths:

- Although not included in the Project Narrative section, the applicant identifies one full-time staff position within the state education agency having the responsibility and authority to carry out all assigned activities identified in the workplan. The applicant also identifies a second FTE position whose responsibilities include management of the budget, finance and procurement.
- The job descriptions and curriculum vitae included in the application indicate that program staff will have the credentials, knowledge, training, and expertise needed to successfully complete the proposed project objectives and activities.
- Based on their resumes, the proposed staff have prior experience with managing federal grants and cooperative agreements.
- Both of the proposed staff have experience with HIV/AIDS content.

#### Summary of Weaknesses:

- The applicant did not provide information related to project management and staffing in the Project Narrative.
- The organizational chart does not adequately describe where the HIV prevention education program will be housed within the agency.
- The organizational chart does not adequately indicate clear lines of authority or communication.
- The applicant does not adequately describe the fiscal management department and oversight process for the proposed program and does not identify the specific business office staff responsible for all financial monitoring in the program narrative.

#### List of recommendations for program improvements or technical assistance:

- If funded, the applicant should provide all of the required information related to management and staffing in the Project Narrative.
- If funded, the applicant should clearly describe the fiscal management and oversight process for the program and specify the business office responsible for financial monitoring.
- If funded, the applicant should provide an organizational chart which clearly describes where the HIV prevention education will be located within the agency.

### **Reviewer's Comments on Logic Model**

#### Summary of Strengths:

- The logic model includes goals that are aligned with the purposes of the priority for which the applicant is applying.

#### Summary of Weaknesses:

- The logic model is not clear and consistent with the objectives and activities identified in the applicant's workplan and there is no clear and distinct progress from inputs through activities, outputs, short-term outcomes, and long-term outcomes.
- The logic model does not clearly specify relevant and feasible outcome measures for all activities in the logic model.
- The logic model does not include inputs or outputs or clearly specify data sources to measure its proposed outputs and outcomes.

#### List of recommendations for program improvements or technical assistance:

- If funded, the applicant should revise the logic model so that it is clear and consistent with the objectives and activities identified in the applicant's workplan and so there is clear and distinct progress from inputs through activities, outputs, short-term outcomes, and long-term outcomes.
- If funded, the applicant should more clearly specify relevant and feasible outcome measures for all activities in the logic model.
- If funded, the applicant should include inputs and outputs and specify the data sources it will use to document accomplishment.

### **Reviewer's Comments on Workplan**

#### Summary of Strengths:

- The applicant has proposed objectives that seem feasible for the five- year project period.
- The applicant has included rationale for each proposed objective and indicated the primary person/agency responsible for accomplishing the objective.
- The applicant describes plans to involve youth to inform the OSSE PTI strategy and assist with a program inventory.
- The applicant includes a Gantt chart detailing a 12-month timeline for completion of proposed program objectives and activities during the first funding period of the cooperative agreement cycle.
- The applicant has included the HIV Material Review form.

### Summary of Weaknesses:

- Most, if not all objectives in workplan are not specific, measurable, achievable, realistic or time bound (SMART). For example, in Objective 1a, the applicant says it will "support" a minimum of 60 health and physical education teachers... but they do not define what that "support" will entail.
- The activities listed in the workplan do not match those in the logic model.
- The activities listed in the workplan do not match the workplan overview provided in the narrative or some activities cited in the budget narrative.
- The applicant does not provide an adequate description of how professional development events and technical assistance will be tracked using a data collection system such as Training Tracker or Excel.
- The applicant references activities that might be included in a program inventory (TARP, workplan, pg. 3, SHI and Profiles, workplan, p. 3), but does not include an activity specifically devoted to creating a program inventory plan.
- The workplan does not include staff attendance at CDC-sponsored meetings or conferences, such as the orientation meeting, or other funded-partner meetings. (However, these are reflected in the budget.)
- Although the applicant references using *Indicators* in their project Narrative, they do not include a related activity in the workplan.
- It is unclear how the HIV Materials Review Board panel will convene to review documents. This activity is not included in workplan.
- Although referenced in various places throughout the application, the applicant does not provide adequate detail on their plans for completing the program inventory and developing a strategic plan.

### List of recommendations for program improvements or technical assistance:

- If funded, the applicant should revise the objectives in the workplan so that they are SMART.
- If funded, the applicant should align workplan activities with logic model.
- If funded, the applicant should align activities in the workplan with the workplan overview and budget narrative.
- If funded, the workplan should include attendance at CDC-sponsored meetings and conferences.
- If funded, the applicant should clarify their plan for documenting accomplishment through use of *Indicators*, and other data sources.
- If funded, the applicant should clarify how the HIV Material Review panel will convene to review documents.
- If funded, the applicant should revise their workplan to specifically include plans for completing the program inventory and strategic plan.

### **Reviewer's Comments on Budget Narrative**

#### Summary of Strengths:

- The applicant provides a budget that, in general, is reasonable and consistent with the proposed plan.
- The applicant has included funding to attend the DASH Orientation meeting, along with one other professional development training.

#### Summary of Weaknesses:

- There are internal inconsistencies within the budget, such as the number of youth funded for the youth advisory board.
- Some of the activities described in the budget narrative do not align with the activities described in the workplan, such as the \$20,000 listed for Item H (Contractual Costs).
- The applicant does not provide a current indirect cost rate agreement.

#### List of recommendations for program improvements or technical assistance:

- If funded, the applicant should work with their Project Officer to revise budget inconsistencies, such as the number of youth funded for the youth advisory board.
- If funded, the activities described in the budget narrative will align with the activities described in the workplan.
- If funded, the applicant should provide a current indirect cost rate agreement.

<p style="text-align: center;"><b>Priority 3 Objective Review: Coordinated School Health Programs/Physical Activity, Nutrition and Tobacco (CSHP/PANT)</b></p>
--

### **Summary of Project**

The applicant's vision is for health protection and promotion to become an essential part of the mission of their schools and for their CSHPs to be wide ranging and state of the art. The applicant's three major goals for the five year grant are to: develop the capacity to enable schools and local education agencies (LEAs) to implement coordinated school health programs based on proven principles that lead to effective policies and practices that promote physical activities, improve nutrition, and reduce tobacco use among students and support the Healthy People 2010 health promotion and disease prevention objectives related to school-age youth; achieve coherent policies and coordination of health and wellness programs and resources across government and non-government agencies that support CSHP and PANT and lead to improved health and wellness outcomes; and gain city-wide recognition and support for participation in wellness and risk aversion activities. The applicant plans to work in coordination with other critical agencies of the government, including the Departments of Health and Mental community partners to implement the components of CSHP and promote PANT across the District of Columbia's 57 LEAs and approximately 250 schools and programs. The applicant describes three FTE positions and numerous collaborations with other agencies/partners (internal and external) to implement the described activities and ultimately accomplish the goals.

### **Summary of Strengths**

In the *Background and Need* section of the proposal, the applicant uses data from multiple credible sources to display the health status and health disparities of DC's youth as a whole. The applicant includes data to demonstrate the poverty rate of DC's youth, with health indicators as compared to national data (data that are above and below the national level), and 2007 YRBS data to demonstrate lost ground in cigarette use and increase in risk activities such as fighting, feeling that it is unsafe to go to school, and attempted suicide. Sexual behavior indicators are provided, which demonstrate some improvement; however, there are increased rates of teen births, teen deaths, children residing in families where no parent is employed full-time, teen poverty, and children residing in single-parent households. The applicant provides 2005 YRBS data on nutritional health indicators and reports that Hispanic children are at greater risk for obesity and provides data on the varying rates of overweight and obesity among poorer kids. Geographic regions differ markedly in poverty, violence, hopelessness, and health disparities. The applicant provides examples of policy actions mounted by DC, which include comprehensive school health education rulemaking in DC's public schools, complete with requirements for teacher training. New DC Health and Physical Education Standards have been proposed, which are designed to increase awareness regarding beneficial effects of good health practices, critical thinking and problem solving, and enable students to act on behalf of themselves and others. As a result of these policies and in light of the data presented, the applicant anticipates and makes a strong case for the need for training and the development of curriculum frameworks and other tools to support implementation and sees its role to help strategically coordinate efforts for maximum effect of the above mentioned policies.

The applicant describes *capacity* in detail. The proposal clearly describes its organizational structure, including a brief description of the 2007 Education Reform Act. As of October 1, 2007, traditional and public charter schools are now accountable to OSSE, which receive operational authority for all functions of the state education agency (SEA). The applicant clearly describes the various entities within the organization and provides descriptions of the roles in each department. The applicant also describes how the different departments will collaborate across the OSSE. For example, the Division of Performance, Planning, and Public Engagement will provide opportunities for public engagement and information through policy breakfast forums and the widely disseminated electronic Ed Digest. Nutrition Services monitors all Child Nutrition Programs (reviews, site visits, technical assistance) and conduct trainings and workshops to ensure participants are up-to-date on the latest policies and regulations. The applicant has extensive experience in monitoring and providing professional development and technical assistance related to school policies and programs intended to promote health enhancing behaviors and outcomes among youth. Further, extensive partnerships with a range of community-based and national organizations, government and quasi-government agencies are in place. The proposal includes three letters of support. Infrastructure is already in place to provide and guide state capacity development for CSHP and PANT, such as the Department of Health and Department of Mental Health. The applicant clearly describes and provides examples of how the proposed program will not be a stand-alone project, but will help coordinate and meld several efforts in DC to strategically build and implement CSHP and PANT in all of the district's schools. The applicant works closely with other initiatives, including the Interagency Collaboration and Integrated Services Commission (ICISC), which is made up of several agencies/departments. ICISC provides oversight to a service delivery system to address the needs of at-risk children. The applicant is also member of the School Health Working Group.

The *workplan overview* indicates a program goal to support the capacity-building efforts of schools and LEAs for positive youth development and health promotion. The applicant clearly describes how activities will be closely coordinated with internal projects and agency programs. The applicant's involvement with the School Health Working Group, support for policy development, implementation, and problem solving will be ensured. Collaboration with the Department of Health will coordinate their initiatives, including school nurse services and health education. Activities are described that will develop capacity of staff, augment professional development, ensure accountability, and create mechanisms for info-sharing. The applicant's research on Best Practices and related professional activities provides additional support for policy research and data analysis. Project activities will be closely coordinated the Priority 2 HIV Prevention (e.g. areas of professional development, instructional support to trained parents, teachers, and other school personnel). The applicant will leverage

work of the resources provided through the Alliance for a Healthier Generation to support the state's capacity to sustain the Healthy Schools Program.

The applicant adequately describes *program monitoring* and evaluation components under each goal. Monitoring will be used for program improvement and policy development, not simply for compliance purposes. The applicant plans to document, report, and disseminate evidence and impact of School Wellness Policies to policy makers, consumers of CSHP, and health and youth-serving organizations. Monitoring mechanisms will be put in place at the state and local levels and when possible, will combine monitoring efforts with those of other program areas. The applicant will utilize the School Health Index to assess and initiate their school health improvement process. The applicant will annually assess scorecards and provide technical assistance and support as needed. Schools will be rewarded and acknowledged for progress and improvement, and the program will target schools for stricter monitoring and oversight where deficiencies exist. The applicant will write annual reports, case studies of school efforts, and Success Stories, and will disseminate them through planned clearinghouse and other information-sharing mechanisms. The applicant will assess impact of program activities through the School Health Profiles and measure by the percentage of schools that implement specific, effective CSHP and PANT policies and practices. Indicators for School Health Programs will be used to track and report applicant's progress in developing its capacity for providing professional development and technical assistance to LEAs and school staff. The applicant will monitor changes in student behaviors through the YRBSS and will track and monitor the policies and coordination efforts of the School Health Working Group as they affect CSHP and PANT. The applicant will develop indicators to reflect schools and communities implementing and celebrating wellness activities. Continuous monitoring will be used to identify schools that are not progressing as they should be and will provide technical assistance to those schools.

*Program management and staffing* plans are in place. The cooperative agreement will fund three FTEs devoting 100% of their time to the proposed project. The proposal clearly defines roles and responsibilities of each FTE, including experience and qualifications necessary. Curriculum vitae will be provided to CDC once these positions are filled. An organizational chart clearly identifies and demonstrates clear lines of authority and administration for coordinating program activities. The organizational structure includes a description of where each FTE will sit, whom they will report to, and how they will work with each other: paths and responsibilities are clear. The applicant clearly describes fiscal management and oversight and identifies appropriate staff. For example, project staff will work closely with the Office of the Chief Financial Officer to support grant management. The Agency Fiscal Officer is responsible for the planning, developing, supervision and monitoring of the operating and capital budgets, grants management and financial management programs for OSSE.

The applicant provides a reasonable, well-organized *logic model* with clearly described activities as well as short, medium, and long term outcomes related to each goal. The logic model is consistent with the objectives and activities identified in the workplan and are aligned with the purpose of the Priority.

The *workplan* proposes three main goals that are specific and feasible for the five-year project period and consistent with the purpose and requirements of the funding Priority. Objectives are presented in the SMART format. They include rationale, measures of accomplishing the objectives, data sources, and activities to support the objectives. The activities that will be implemented to achieve the objectives are clearly described, identify staff responsible, and include an appropriate timeline. Objectives and corresponding activities that are geared for the youth at high-risk are linked.

### **Summary of Weaknesses and/or Concerns**

While the applicant establishes *background and need* for the proposed project, the case would have been stronger if more data had been included to demonstrate need among different ethnic groups or other targeted populations. The applicant notes that when data are disaggregated by race/ethnicity and residence, striking needs are characterized, but no disaggregated data are provided in the proposal. Little data are provided on youths most at risk. The applicant did not provide background information on disparities in health risk and problems for behaviors such as violence, physical activity,

tobacco use, and sexual behaviors: the only information to show disparities was provided for nutritional health. Little to no data are presented to demonstrate the need for professional development and training of staff in DC's public schools.

The applicant demonstrates *capacity*, but does not explicitly describe how the most at-risk youth populations will be addressed. Further, the letters of support are somewhat vague and do not always delineate specific areas of responsibility or roles in the proposed project. The proposal does not include clear evidence of the applicant's ability to monitor health risk behaviors and trends or policies and programs. There is no letter of support or Memorandum of Understanding between the Department of Education and the Department of Health to indicate support for the proposed program.

While the *workplan overview* is generally sound, the complementary nature of the facets of the program are not explicitly presented. The workplan does not address how the program will address the needs of the DC population. It was noted that the involvement of parents in sensitive topics such as HIV and STDs may prove problematic.

The applicant indicates that *program monitoring* will be used for program development, but does not fully describe how program assessment will be used to improve program activities. Further, the applicant does not clearly describe how programmatic efforts will focus on meeting the needs of populations that are disproportionately affected by the health problems addressed in the Priority. The proposal would have been stronger if specific roles and outcome measures had been more explicitly delineated.

The *logic model* is reasonable, but does not clearly demonstrate how all activities and goals are related. It does not include the development of a strategic plan.

The *workplan* does not include the development of a strategic plan, as noted above in the "logic model." Further, the project activity descriptions do not outline who will be responsible for completing each task. The applicant describes limited activity to help funded partners meet the needs of youth at risk for health disparities. In general, there is a lack of specific programs and standards that might be implemented that are consistent with the program direction. Indicators for School Health measures are not detailed.

### **Human Subjects Concerns**

No human subjects concerns were identified.

### **Recommendations/Other Relevant Comments**

The panel felt that the application would be stronger if it included a logic model that clearly demonstrates how its activities will be used to meet its objectives which be used to accomplish its goals. A strategic plan, developed with project partners, would strengthen the proposal as well. Further, it was recommended that the applicant develop activities to target at risk youths. Evidence for needs of specific youth populations is needed.

### **Budget**

The applicant provides a detailed budget with appropriate justifications. The budget and narrative are consistent with the project objectives, planned activities, and performance measures. However, some aspects of the documentation appear to be inadequate. Certain activities described in the workplan (i.e. training workshops) are not described in the budget. The applicant does not adequately describe the role of consultants. The budget includes \$20,000 for consultants, but does not provide job description, roles, responsibilities or expected outcomes of the consultant (other than provide recommendations). Projected travel costs do not include travel for all three FTEs that will work 100% on the cooperative agreement. Only two people are budgeted for the CDC Orientation and only one person is budgeted for each CDC Training Workshop. The budget narrative does not describe what outcomes will be accomplished through contractual costs.

AN ACT

---

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

---

*Codification  
District of  
Columbia  
Official Code*

**2001 Edition**

**2010 Fall  
Supp.**

**West Group  
Publisher**

To establish a Healthy Schools Fund to fund certain programs and requirements under this act; to establish local nutritional standards for school meals, to establish healthy vending, fundraising, marketing, and prize requirements in public schools, to require public schools to participate in federal meal programs whenever possible, to solicit feedback about healthy meals, to require public disclosure of ingredients, origin of fruits and vegetables, and the nutritional content of school meals, and to provide at least 30 minutes to eat lunch; to establish a farm-to-school program, to create a preference and a monetary incentive to serve locally grown, unprocessed foods, to require teaching about the benefits of fresh, local foods, to require programs such as a local flavor week and a harvest of the month, and to require an annual report and recommendations on farm-to-school initiatives; to establish minimum levels of physical education and activity for students, to provide for exemptions for students with disabilities, students with other diagnosed health problems, or schools that lack the facilities, to provide schools with equal access to recreation facilities, to prohibit physical education to be used as punishment, to require minimum amounts of health education, and to require an annual report about the compliance with these requirements; to amend section 19-717 of the District of Columbia Municipal Regulations to make a conforming amendment; to establish an environmental programs office within the Office of the Public Education Facilities Modernization that would establish comprehensive recycling, energy reduction, and integrated pest management programs, to require District of Columbia Public Schools to use environmentally friendly cleaning supplies, to require an annual report and recommendations on sustainability, to encourage schools to use more sustainable products in their meal service, to create an environmental literacy plan, to establish a school gardens program, to issue grants to support the development of school gardens, to require a report and recommendations about school gardens, and to permit the sale and consumption of food grown in school gardens when safe; to amend the Green Building Act of 2006 to encourage school construction to achieve LEED Gold certification; to amend the Food Production and Urban Gardens Program Act of 1986, the Office of Public Education Facilities Modernization Establishment Act of 2007, and section 20-3501 of the District of Columbia Municipal Regulations to make conforming

amendments; to require schools to collaborate to adopt local wellness policies and update them triennially, to require the inclusion of sustainability and farm-to-school initiatives in local wellness policies, to require local wellness policies to be promoted and shared, to require information regarding health programs, nutrition programs, physical and health education programs, and wellness policy to be reported to the State Superintendent of Education, to require a plan to establish and operate school health centers by 2015; to amend the Student Health Care Act of 1985 to change the requirements for certificates of health; to amend sections 18-2148 and 20-900 of the District of Columbia Municipal Regulations to prohibit vehicles from idling near schools; to implement the Indoor Air Quality Tools for Schools program; to establish the Healthy Youth and Schools Commission, to define its function, to require an annual report and recommendations, to set forth the composition and organization of the commission, to set forth rules of procedure, to provide administrative and technical support, and to provide rulemaking authority.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Healthy Schools Act of 2010".

TITLE I. DEFINITIONS; ESTABLISHMENT OF HEALTHY SCHOOLS FUND.

Sec. 101. Definitions.

For the purposes of this act, the term:

- (1) "Healthy Schools Fund" means the fund established by section 102.
- (2) "Healthy Schools and Youth Commission" or "Commission" means the body established by section 701.
- (3) "Locally grown" means grown in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.
- (4) "Locally processed" means processed at a facility in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.
- (5) "Meals" means breakfast, lunch, or after-school snacks served as a part of the National School Lunch Program, School Breakfast Program, or Summer Food Service Program, or after-school meals served as part of the Child and Adult Care Food Program.
- (6) "Moderate-to-vigorous physical activity" means movement resulting in a substantially increased heart rate and breathing.
- (7) "Public charter school" means a school chartered under the District of Columbia School Reform Act of 1995, approved April 26, 1996 (110 Stat. 1321-107; D.C. Official Code § 38-1800.01 *et seq.*). The term "public charter school" shall not include private or parochial schools.
- (8) "Public school" means a school operated by the District of Columbia Public Schools, established by section 102 of the District of Columbia Public Schools Agency

Establishment Act of 2007, effective June 12, 2007 (D.C. Law 17-9; D.C. Official Code § 38-171).

(9) “Sustainable agriculture” means an integrated system of plant and animal production practices having a site-specific application that will, over the long-term:

(A) Satisfy human food and fiber needs;

(B) Enhance environmental quality and the natural resource base upon which the agricultural economy depends;

(C) Make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls;

(D) Sustain the economic viability of farm operations; and

(E) Enhance the quality of life for farmers and society as a whole.

(10)(A) “Unprocessed” means foods that are nearest their whole, raw, and natural state, and contain no artificial flavors or colors, synthetic ingredients, chemical preservatives, or dyes.

(B) For the purposes of this paragraph, food which undergoes the following processes shall be deemed to be unprocessed:

(i) Cooling, refrigerating, or freezing;

(ii) Size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, or grinding;

(iii) Drying or dehydration;

(iv) Washing;

(v) The application of high water pressure or “cold pasteurization”;

(vi) Packaging, such as placing eggs in cartons, and vacuum packing and bagging, such as placing vegetables in bags;

(vii) Butchering livestock, fish, or poultry; and

(viii) The pasteurization of milk.

#### Sec. 102. Establishment of the Healthy Schools Fund.

(a) There is established as a nonlapsing fund the Healthy Schools Fund (“Fund”), which shall be used solely as provided in subsection (c) of this section and administered by the Office of the State Superintendent of Education. The Fund shall be funded by annual appropriations, which shall be deposited into the Fund.

(b) All funds deposited into the Fund, and any interest earned on those funds, shall not revert to the unrestricted fund balance of the General Fund of the District of Columbia at the end of a fiscal year, or at any other time, but shall be continually available for the uses and purposes set forth in subsection (c) of this section without regard to fiscal year limitation, subject to authorization by Congress.

(c) The funds in the Fund shall be used as follows:

(1) To provide additional funding for healthy school meals, the Office of the

State Superintendent of Education shall reimburse public schools and public charter schools as follows:

(A) Ten cents for each breakfast meal served that meets the requirements of sections 202 and 203; and

(B) Ten cents for each lunch meal served that meets the requirements of sections 202 and 203.

(2) To provide free breakfast meals in public charter schools under section 203(a), the Office of the State Superintendent of Education shall reimburse public charter schools as follows:

(A) Thirty cents for each breakfast meal served to students who qualify for reduced-price meals; and

(B) The difference between the free and paid rates for breakfasts served in severe-needs schools in the District of Columbia, as determined by the U.S. Department of Agriculture, to students who do not qualify for free or reduced-price meals.

(3) To eliminate the reduced-price copayment under section 203(b)(1), the Office of the State Superintendent of Education shall reimburse public schools and public charter schools 40 cents for each lunch meal served to students who qualify for reduced-price meals.

(4) To provide resources to implement the breakfast-in-the-classroom program under section 203(a)(2), for the 2010-2011 school year, the Office of the State Superintendent of Education shall provide \$7 per student to public schools and public charter schools participating in the National School Lunch Program, in which more than 40% of students qualify for free or reduced-price meals.

(5) To encourage local foods to be served in schools, the Office of the State Superintendent of Education shall provide an additional 5 cents per lunch meal reimbursement to public schools and public charter schools when at least one component of a reimbursable lunch meal is comprised entirely of locally grown and unprocessed foods; provided, that the schools report the name and address of the farms where the locally grown foods were grown to the Office of the State Superintendent of Education.

(6) To increase physical activity in schools, the Office of the State Superintendent of Education shall make grants available through a competitive process to public schools and public charter schools; provided, that schools shall meet the requirements of section 402 and seek to increase the amount of physical activity in which their students engage.

(7) To support school gardens, the Office of the State Superintendent of Education shall make grants available through a competitive process to public schools, public charter schools, and other organizations.

(d) The Office of the State Superintendent of Education may, by rule, increase the amounts, as set forth in subsection (c) of this section, to further improve the quality and nutrition of school meals.

(e) The Office of the State Superintendent of Education may withhold local funds

provided by subsection (c) of this section from public schools and public charter schools that do not meet the requirements of sections 202, 203, 205, and 206.

TITLE II. SCHOOL NUTRITION.

Sec. 201. Goals.

(a) Public schools and public charter schools shall serve healthy and nutritious meals to students. Schools are strongly encouraged to consider serving vegetarian food options each week.

(b) Public schools and public charter schools are strongly encouraged to participate in the United States Department of Agriculture's HealthierUS School Challenge program and achieve Gold Award Level certification.

Sec. 202. Nutritional standards for school meals.

(a) All breakfast, lunch, and after-school meals served to students in public schools and public charter schools or by organizations participating in the Afterschool Meal Program shall meet or exceed the federal nutritional standards set forth in:

(1) The Child Nutrition Act of 1996, approved October 11, 1996 (80 Stat. 885; 42 U.S.C. § 1771 *et seq.*);

(2) The Richard B. Russell National School Lunch Act, approved June 4, 1946 (60 Stat. 230; 42 U.S.C. § 1751 *et seq.*);

(3) 7 C.F.R. Parts 210, 215, 220, 225, and 226; and

(4) Other applicable federal law.

(b) In addition to the requirements of subsection (a) of this section, breakfast and lunch meals served to students in each public school and public charter school shall meet or exceed:

(1) The following nutritional requirements per serving:

(A) Saturated fat: Fewer than 10% of total calories;

(B) Trans fat: Zero grams; and

(C)(i) Sodium:

(I) For breakfast meals:

(aa) Less than 430 milligrams for Grades

Kindergarten through 5;

(bb) Less than 470 milligrams for Grades 6

through 8; and

(cc) Less than 500 milligrams for Grades 9

through 12; and

(II) For lunch meals:

(aa) Less than 640 milligrams for Grades

Kindergarten through 5;

(bb) Less than 710 milligrams for Grades 6

through 8; and

(cc) Less than 740 milligrams for Grades 9 through 12.

(ii) The requirements of this subparagraph shall not apply until August 1, 2020; provided, that public schools and public charter schools shall gradually reduce the amount of sodium served in school meals; and

(2) The serving requirements of the United State Department of Agriculture's HealthierUS School Challenge program at the Gold Award Level for vegetables, fruits, whole grains, milk, and other foods served in school meals, as may be revised from time to time, notwithstanding any termination of the program.

(c) The Office of the State Superintendent of Education may adopt standards that exceed the requirements of this section.

Sec. 203. Additional requirements for public school meals.

(a)(1) Public schools and public charter schools shall offer free breakfast to all students.

(2) If more than 40% of the students at a school qualify for free or reduced-price meals:

(A) A public elementary school and a public charter elementary school shall offer breakfast in the classroom each day; and

(B) A public middle and high school and a public charter middle and high school shall offer alternative serving models, such as breakfast in the classroom or grab-and-go carts, each day to increase breakfast participation.

(b) Public schools and public charter schools shall:

(1) Not charge students for meals if the students qualify for reduced-price meals;

(2) Provide meals that meet the dietary needs of children with diagnosed medical conditions as required by a physician;

(3) Solicit input from students, faculty, and parents, through taste tests, comment boxes, surveys, a student nutrition advisory council, or other means, regarding nutritious meals that appeal to students;

(4) Promote healthy eating to students, faculty, staff, and parents;

(5) Provide at least 30 minutes for students to eat lunch; and

(6) Participate in federal nutritional and commodity foods programs whenever possible.

(c) Public schools and public charter schools are encouraged to make cold, filtered water available free to students, through water fountains or other means, when meals are served to students in public schools and public charter schools.

Sec. 204. Central kitchen.

(a) The District of Columbia Public Schools shall establish a central facility in the District to:

(1) Prepare, process, grow, and store healthy and nutritious foods for schools and nonprofit organizations;

(2) Support nutrition education programs; and

(3) Provide job-training programs for students and District residents.

(b) The District of Columbia Public Schools shall provide reasonable access to charter schools that wish to use the facility.

(c) The Department of Real Estate Services shall assist the District of Columbia Public Schools in selecting real property for the facility and the Office of Public Education Facilities Modernization shall convert the real property into the facility.

**Sec. 205. Public disclosure.**

(a) Food service providers shall provide the following information to public schools and public charter schools:

(1) The menu for each breakfast and lunch meal served;

(2) The nutritional content of each menu item;

(3) The ingredients for each menu item; and

(4) The location where fruits and vegetables served in schools are grown and processed and whether growers are engaged in sustainable agriculture practices.

(b)(1) Public schools and public charter schools shall post the information provided to them under subsection (a) of this section:

(A) In the school's office; and

(B) Online if the school has a website.

(2) Public schools and public charter schools shall inform families that vegetarian food options and milk alternatives are available upon request.

**Sec. 206. Healthy vending, fundraising, and prizes in public schools.**

(a) Except as provided by subsection (b) of this section, all beverages and snack foods provided by or sold in public schools and public charter schools or provided by organizations participating in the Afterschool Meal Program, whether through vending machines, fundraisers, snacks, after-school meals, or other means, shall meet the requirements of the United States Department of Agriculture's HealthierUS School Challenge program at the Gold Award Level for competitive foods, as may be revised from time to time and notwithstanding any termination of the HealthierUS School Challenge program.

(b) The requirements of subsection (a) of this section shall not apply to:

(1) Food and drinks available only to faculty and staff members; provided, that school employees shall be encouraged to model healthy eating;

(2) Food provided at no cost by parents;

(3) Food sold or provided at official after-school events; and

(4) Adult education programs.

(c) The Office of the State Superintendent of Education may adopt standards that

exceed the requirements set forth in subsections (a) and (b) of this section.

(d) Foods and beverages sold in public school and public charter school stores shall meet the requirements of subsection (a) of this section.

(e) Public schools and public charter schools shall not permit third parties, other than school-related organizations and school meal service providers, to sell foods or beverages of any type to students on school property from 90 minutes before the school day begins until 90 minutes after the school day ends.

(f) Foods and beverages that do not meet the nutritional requirements of subsection (a) of this section shall not be:

(1) Used as incentives, prizes, or awards in public schools or public charter schools; or

(2) Advertised or marketed in public schools and public charter schools through posters, signs, book covers, scoreboards, supplies, equipment, or other means.

(g) After first issuing a warning, the Office of the State Superintendent of Education may impose a penalty, not to exceed \$500 per day paid to the Healthy Schools Fund, on public schools and public charter schools that violate this section, subject to the right to a hearing requested within 10 days after the notice of imposition of the penalty is sent.

**Sec. 207. Triennial review.**

The Healthy Schools and Youth Commission shall review school nutrition and the requirements of this title at least every 3 years and recommend improvements to the Mayor and the Council.

**TITLE III. FARM-TO-SCHOOL PROGRAM.**

**Sec. 301. Local food sourcing, reimbursement, and education.**

Public schools and public charter schools shall serve locally grown, locally processed, and unprocessed foods from growers engaged in sustainable agriculture practices whenever possible. Preference shall be given to fresh unprocessed agricultural products grown and processed in the District of Columbia, Maryland, and Virginia.

**Sec. 302. Programs.**

The Office of the State Superintendent of Education shall, in conjunction with the Department of Health, the Department of Parks and Recreation, the District Department of the Environment, the University of the District of Columbia, community organizations, food service providers, public schools, and public charter schools, develop programs to promote the benefits of purchasing and eating locally grown and unprocessed foods that are from growers engaged in sustainable agriculture practices. At minimum, the Office of the State Superintendent of Education shall conduct at least one program per year, such as an annual local flavor week or a harvest of the month program, in collaboration with other District agencies and nonprofit organizations.

Sec. 303. Mandatory reporting.

On or before September 30 of each year, the Office of the State Superintendent of Education shall submit to the Mayor, the Council, and the Healthy Schools and Youth Commission a comprehensive report on the District's farm-to-school initiatives and recommendations for improvement.

Sec. 304. Section 19-729 of the District of Columbia Municipal Regulations (19 DCMR § 729) is amended by adding a new subsection 729.3 to read as follows: Amend  
DCMR

“729.3 The provisions of this section shall not preclude the use of public recreation facilities by programs to provide community access to healthy foods, such as farmers' markets.”.

TITLE IV. PHYSICAL AND HEALTH EDUCATION.

Sec. 401. Physical activity goals.

(a) It shall be the goal of the District of Columbia for children to engage in physical activity for 60 minutes each day.

(b) Public schools and public charter schools shall promote this goal.

(c) Public schools and public charter schools shall seek to maximize physical activity by means including:

- (1) Extending the school day;
- (2) Encouraging students to walk or bike to school;
- (3) Promoting active recess;
- (4) Including physical activity in after-school activities;
- (5) Supporting athletic programs; and
- (6) Integrating movement into classroom instruction.

Sec. 402. Physical and health education requirements.

(a) Public schools and public charter schools shall provide physical education as follows:

(1) For students in Kindergarten through Grade 5:

(A) School years 2010-2011 to 2013-2014: an average of at least 30 minutes per week or the same level of physical education as provided in school year 2009-2010, whichever is greater; and

(B) School year 2014-2015 and after: an average of at least 150 minutes per week;

(2) For students in Grades 6 through 8:

(A) School years 2010-2011 to 2013-2014: an average of at least 45 minutes per week or the same level of physical education as provided in school year 2009-2010, whichever is greater; and

(B) School year 2014-2015 and after: an average of at least 225 minutes

per week.

(3) At least 50% of physical education class time shall be devoted to actual physical activity, with as much class time as possible spent in moderate-to-vigorous physical activity.

(b) Public schools and public charter schools shall provide health education to students in Grades Kindergarten through 8 as follows:

(1) School years 2010-2011 to 2013-2014: an average of at least 15 minutes per week or the same level of health education as provided in school year 2009-2010, whichever is greater; and

(2) School year 2014-2015 and after: an average of at least 75 minutes per week;

(c) The State Board of Education, with assistance from the Office of the State Superintendent of Education, shall consider ways to expand physical education in high schools.

(d) The physical education and health education required by this section shall meet the curricular standards adopted by the State Board of Education.

**Sec. 403. Additional requirements.**

(a) A student with disabilities shall have suitably adapted physical education incorporated as part of the individualized education program developed for the student. With a written note from a physician, public schools and public charter schools may provide suitably adapted physical education for any other student with special needs that preclude the student from participating in regular physical education instruction.

(b) Requiring or withholding physical activity shall not be used to punish students; provided, that students who are not wearing appropriate athletic clothing may be prohibited from participating in physical activity until properly dressed.

**Sec. 404. Access to public facilities.**

The Department of Parks and Recreation shall provide equal access and shall charge equal fees to both public schools and public charter schools for the use of its recreation centers, fields, playgrounds, and other facilities.

**Sec. 405. Mandatory reporting.**

Beginning in 2011, on or before September 30 of each year, the Office of the State Superintendent of Education shall report to the Mayor, the Council, and the Healthy Schools and Youth Commission annually regarding:

(1) Compliance of public schools and public charter schools with the physical and health education requirements in this title; and

(2) Student achievement with respect to health and physical education standards.

Sec. 406. Conforming amendment.

Section 19-717.1 of the District of Columbia Municipal Regulations (19 DCMR § 717.1) is amended to read as follows: “717.1 The recreational use of properties under the direct control of the Department shall have direct precedence over use for other purposes, except where recreation properties in the immediate vicinity of a public school or charter school are the only recreation facilities available for school use.”.

TITLE V. ENVIRONMENT.

Sec. 501. Environmental programs office.

(a)(1) An environmental programs office is established in the Office of Public Education Facilities Modernization and shall:

(A) Contract with vendors to recycle all materials required by District law at all public schools, including food services, by December 31, 2010, and provide technical assistance to public charter schools about recycling.

(B) Develop a master recycling plan for public schools on or before December 31, 2010 to reach a system-wide diversion rate of 45% by August 1, 2015;

(C) Analyze utility usage at each public school and develop a plan to reduce that amount by 20% on or before August 1, 2015;

(D) Establish an integrated pest management program;

(E) Test drinking water in public schools for lead and promptly take any remedial action required;

(F) Comply with the Environmental Protection Agency’s Lead; Renovation, Repair, and Painting Program, established by 40 C.F.R. Part 745;

(G) Post the results of its environmental testing online; and

(H) Promote the Environmental Protection Agency’s Indoor Air Quality Tools for Schools Program to reduce exposure to environmental factors that impact asthma among children and adults in public schools.

(2) The contracts under paragraph (1)(A) of this subsection shall be negotiated to provide a financial incentive to reduce the amount of waste created in public schools and, when possible, to increase diversion rates in public schools;

(b) The District of Columbia Public Schools shall:

(1) Use environmentally friendly cleaning supplies in public schools; provided, that the agency may exhaust its current supply of conventional cleaners; and

(2) Prepare and transmit to the Mayor, the Council, and the Healthy Schools and Youth Commission, on or before December 31, 2010, a plan to use sustainable products in serving meals to students.

(c) On or before December 31, 2010, the Mayor shall prepare and transmit to the Council a comprehensive report describing the implementation of recycling, composting, energy-reduction, pest management, air quality, and environmentally friendly cleaning supplies

programs in public schools. The report shall include:

- (1) A thorough, school-by-school breakdown of the waste stream in public schools, including tonnages, components, and diversion rates;
- (2) Baseline energy usage, an analysis of usage patterns, and savings achieved;
- (3) Recommendations and a timeline for further implementing these programs;

and

(4) A proposal for recognizing and rewarding schools that significantly improve their environmental portfolio.

**Sec. 502. Environmental literacy plan.**

The District Department of the Environment, in conjunction with the District of Columbia Public Schools, the Department of Parks and Recreation, the Public Charter School Board, the Office of the State Superintendent of Education, the State Board of Education, and the University System of the District of Columbia, shall develop an environmental literacy plan for public schools and public charter schools.

**Sec. 503. School Gardens Program.**

(a) A School Gardens Program is established within the Office of the State Superintendent of Education. The School Gardens Program shall:

(1) Coordinate the efforts of community organizations, the Department of Parks and Recreation, the District Department of the Environment, the District of Columbia Public Schools, the Office of Public Education Facilities Modernization, the Public Charter School Board, and the University System of the District of Columbia to establish gardens as integral components of public schools and public charter schools;

(2) Complement the Food Production and Urban Gardens Program, established by section 3 of the Food Production and Urban Gardens Program Act of 1986, effective February 28, 1987 (D.C. Law 6-210; D.C. Official Code § 48-402);

(3) Establish and convene a Garden Advisory Committee, composed of community organizations, District government agencies, and other interested persons;

(4) Collect data on the location and types of gardens in public schools and public charter schools;

(5) Provide horticultural guidance and technical assistance to public schools and public charter schools;

(6) Coordinate curricula for school gardens and related projects; and

(7) Provide training, support, and assistance to gardens in public schools and public charter schools.

(b) On or before June 30, 2011, the School Gardens Program shall issue a report to the Mayor, the Council, and the Healthy Schools and Youth Commission about the state of school gardens in the District of Columbia, plans for expanding them, and recommendations for improving the program.

**ENROLLED ORIGINAL**

(c) The University of the District of Columbia shall assist the School Gardens Program by providing technical expertise, curricula, and soil testing for school gardens.

(d) As permitted by federal law, when tests show that the soil is safe and when produce is handled safely, produce grown in school gardens may be identified and served to students at the school, including in the cafeteria. Produce grown in school gardens may be sold and the proceeds from such sales shall be expended for the benefit of the public school where the produce was grown.

(e) School gardens shall include a demonstration compost pile when feasible.

Sec. 504. The Green Building Act of 2006, effective March 8, 2007 (D.C. Law 16-234; D.C. Official Code § 6-1451.01 *et seq.*), is amended as follows:

(a) Section 3(b)(1)(C)(iii) (D.C. Official Code § 6-1451.02(b)(1)(C)(iii)) is amended by adding a new sentence at the end to read as follows:

**Amend  
§ 6-1451.02**

“Notwithstanding the foregoing sentence, the District shall meet LEED for Schools certification at the Gold level or higher if sufficient funding for the construction or renovation is provided.”.

(b) Section 4(b)(2)(B) (D.C. Official Code § 6-1451.03(b)(2)(B)) is amended by adding a new sentence at the end to read as follows:

**Amend  
§ 6-1451.03**

“Schools shall aspire to meet LEED for Schools certification at the Gold level or higher.”.

Sec. 505. Section 3(3)(D) of the Food Production and Urban Gardens Program Act of 1986, effective February 28, 1987 (D.C. Law 6-210; D.C. Official Code § 48-402 (3)(D)), is amended by striking the phrase “Board of Education of the District of Columbia” and inserting the phrase “Office of the State Superintendent of Education” in its place.

**Amend  
§ 48-402**

Sec. 506. Section 20-3501 of the District of Columbia Municipal Regulations (20 DCMR § 3501) is amended by adding a new subsection 3501.3 to read as follows:

**Amend  
DCMR**

“3501.3 For both newly constructed and substantially improved public schools, the District shall aspire to meet LEED for Schools certification at the Gold level or higher.”.

Sec. 507. Section 704 of the Office of Public Education Facilities Modernization Establishment Act of 2007, effective June 12, 2007 (D.C. Law 17-9; D.C. Official Code § 38-453), is amended by adding a new paragraph (7B) to read as follows:

**Amend  
§ 38-453**

“(7B) Direct and supervise the environmental programs office established pursuant to section 501 of the Healthy Schools Act of 2010, passed on 2nd reading on May 4, 2010 (Enrolled version of Bill 18-564).”.

**TITLE VI. HEALTH AND WELLNESS.**

Sec. 601. Local wellness policies.

(a) As required by federal law, each local educational agency shall collaborate with

parents, students, food service providers, and community organizations to develop, adopt, and update a comprehensive local wellness policy. Local wellness policies shall be revised at least once every 3 years.

(b) Local wellness policies shall include:

(1) The requirements set forth in federal law; and

(2) Goals for:

(A) Improving the environmental sustainability of schools;

(B) Increasing the use of locally grown, locally processed, and unprocessed foods from growers engaged in sustainable agriculture practices; and

(C) Increasing physical activity.

(c) Public schools and public charter schools shall promote their local wellness policy to faculty, staff, parents, and students. A copy shall be:

(1) Posted on each school's website, if it has one;

(2) Distributed to food service staff members;

(3) Distributed to the school's parent/teacher organization, if it has one; and

(4) Made available in each school's office.

(d) The Office of the State Superintendent of Education shall review each local wellness policy to ensure that it complies with federal requirements and shall examine whether schools comply with their policies.

Sec. 602. School health profiles.

(a) On or before January 15 of each year, each public school and public charter school shall submit the following information to the Office of the State Superintendent of Education regarding each of its campuses:

(1) Health programs:

(A) Whether the school has full-time, part-time, or no nurse coverage;

(B) The name and contact information of the school's nurse;

(C) Whether the school has a school-based mental health program or offers similar services on site;

(D) Whether there is a certified health teacher on staff; and

(E) Whether there is a school-based health center;

(2) Nutrition programs:

(A) The name of the school's food service vendor;

(B) Whether the school's meals meet the nutritional standards required by federal and District law;

(C) Where the information required by section 205 can be found;

(D) Whether the school participates in the farm-to-school program under section 301; and

(E) Whether the school participates in the School Gardens Program under section 503;

- (3) Physical and health education:
    - (A) The average amount of weekly physical education that students receive in each grade;
    - (B) The average amount of weekly health education that students receive in each grade; and
    - (C) How the school promotes physical activity;
  - (4) Wellness policy:
    - (A) Whether the school is in compliance with its local wellness policy; and
    - (B) Where a copy of the school's local wellness policy can be found.
- (b) The Office of the State Superintendent of Education may, by rule, change the information, as set forth in subsection (a) of this section, to be included in the healthy schools profile form.
- (c) On or before January 15 of each year, each public school and public charter school shall post the information required by subsection (a) of this section online if the school has a website and make the form available to parents in its office.
- (d) The Office of the State Superintendent of Education shall post the information required by subsection (a) of this section on its website within 14 days of receipt.

Sec. 603. School health centers.

- (a) The Department of Health, in conjunction with the Department of Healthcare Finance, the District of Columbia Public Schools, the Office of Public Education Facilities Modernization, and the Public Charter School Board, shall develop a plan to establish and operate school health centers in public schools and public charter schools on or before December 31, 2015.
- (b) The plan shall include the following:
- (1) A needs assessment to determine where school health centers shall be located, including a justification for any determination that a school health center is not needed at a public high school; and
  - (2) A proposal for financial sustainability for the school health centers.
- (c) The plan shall be submitted to the Mayor, the Council, and the Healthy Schools and Youth Commission on or before December 31, 2010.

Sec. 604. School nurses.

The square footage of a nurse's suite shall not be a determining factor as to whether or not a school nurse is placed at a public charter school; provided, that all other conditions as required by the Department of Health are met.

Sec. 605. Section 3 of the Student Health Care Act of 1985, effective December 3, 1985 (D.C. Law 6-66; D.C. Official Code § 38-602), is amended as follows:

Amend  
§ 38-602

(a) Subsection (a) is amended to read as follows:

“(a) Except as provided in section 4, each student attending prekindergarten through grade 12 in a public, public charter, private, or independent school in the District of Columbia shall furnish the school annually with a certificate of health completed and signed by a physician or advanced practice nurse who has examined the student during the 12-month period immediately preceding the 1st day of the school year or the date of the student’s enrollment in the school, whichever occurs later. The examination shall cover all items required by the certificate of health form for the student's particular age group.”.

(b) Subsection (c) is amended to read as follows:

“(c) The Mayor shall develop standard forms for certificates of health, testing for lead poisoning, and dental health, and shall make blank forms available in sufficient quantities to carry out the purposes of this act. The certificate of health form shall contain, at a minimum, the following:

“(1) All items required by the American Academy of Pediatrics for each relevant age group; and

“(2) A plain language explanation of the following:

“(A) Body mass index;

“(B) How to access health insurance programs; and

“(C) How to contact school nurses.”.

Sec. 606. Sections 18-2148.3 and 20-900.1 of the District of Columbia Municipal Regulations (18 DCMR § 2148.3 and 20 DCMR § 900.1) are amended to read as follows:

Amend  
DCMR

“No person owning, operating, or having control over the engine of a gasoline or diesel powered motor vehicle on public or private space, including the engine of a public vehicles for hire, buses with a seating capacity of twelve (12) or more persons, and school buses or any vehicle transporting students, shall allow that engine to idle for more than three (3) minutes while the motor vehicle is parked, stopped, or standing, including for the purpose of operating air conditioning equipment in those vehicles, except as follows:

“(a) To operate private passenger vehicles;

“(b) To operate power takeoff equipment, including dumping, cement mixers, refrigeration systems, content delivery, winches, or shredders; or

“(c) To idle the engine for no more than five (5) minutes to operate heating equipment when the ambient air temperature is thirty-two degrees Fahrenheit (32°F) or below.”.

#### TITLE VII. – HEALTHY YOUTH AND SCHOOLS COMMISSION.

Sec. 701. Establishment of the Healthy Youth and Schools Commission.

(a) There is established the Healthy Youth and Schools Commission with the purpose of advising the Mayor and the Council on health, wellness, and nutritional issues concerning youth and schools in the District, including:

(1) School meals;

- (2) Farm-to-school programs;
- (3) Physical activity and physical education;
- (4) Health education;
- (5) Environmental programs;
- (6) School gardens;
- (7) Sexual health programming;
- (8) Chronic disease prevention;
- (9) Emotional, social, and mental health services;
- (10) Substance abuse; and
- (11) Violence prevention.

(b) Specific functions of the Commission shall include the following:

- (1) Advising on the operations of all District health, wellness, and nutrition programs;
- (2) Reviewing and advising on the best practices in health, wellness, and nutrition programs across the United States;
- (3) Recommending standards, or revisions to existing standards, concerning the health, wellness, and nutrition of youth and schools in the District;
- (4) Advising on the development of an ongoing program of public information and outreach programs on health, wellness, and nutrition;
- (5) Making recommendations on enhancing the collaborative relationship between the District government, the federal government, the University of the District of Columbia, local nonprofit organizations, colleges and universities, and the private sector in connection with health, wellness, and nutrition;
- (6) Identifying gaps in funding and services, or methods of expanding services to District residents; and
- (7) Engaging students in improving health, wellness, and nutrition in schools.

(c) On or before September 30 of each year, the Commission shall submit to the Mayor and the Council a comprehensive report on the health, wellness, and nutrition of youth and schools in the District. The report shall:

- (1) Explain the efforts made within the preceding year to improve the health, wellness, and nutrition of youth and schools in the District;
- (2) Discuss the steps that other states have taken to address the health, wellness, and nutrition of youth and schools; and
- (3) Make recommendations about how to further improve the health, wellness, and nutrition of youth and schools in the District.

Sec. 702. Composition and organization of the Commission.

(a) The Commission shall be composed of 13 members who are experts in health, wellness, or nutrition; parents; teachers; or students. The Mayor shall appoint 10 members, no more than 5 of whom shall represent District agencies. The Chairman of the Council shall

appoint one member. The chair of the Council committee with oversight of education shall appoint one member. The Chair of the Public Charter School Board shall appoint one member.

(b) Members shall serve 3-year terms on the Commission, except that:

(1) Of the Mayor's first 10 persons appointed, 4 shall be appointed to serve 3-year terms, 3 shall be appointed to serve 2-year terms, and 3 shall be appointed to serve one-year terms; and

(2) Students shall serve for one year.

(c) The Mayor shall designate one member of the Commission to serve as its Chairperson.

(d) A member shall serve for no more than 2 consecutive, full terms.

(e) Unless excused by the Chairperson, any member who fails to attend 3 consecutive meetings shall be deemed to be removed from the Commission, creating a vacancy.

(f) Each member of the Commission shall serve without compensation; provided, that each member may be reimbursed for actual expenses pursuant to section 1108 of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-611.08).

Sec. 703. Rules of procedure.

(a) The Chairperson of the Commission, or his or her designated representative, who shall be a member of the Commission, shall convene all meetings of the Commission. Seven members of the Commission shall constitute a quorum. Voting by proxy shall not be permitted.

(b) All meetings, reports, and recommendations shall be a matter of public record.

(c) The Commission shall establish its meeting schedule; provided, that the Commission shall meet at least 4 times during each calendar year.

(d) The Commission may establish subcommittees as needed. Subcommittees may include persons who are not members of the Commission; provided, that each subcommittee shall be chaired by a Commission member.

Sec. 704. Administration.

Subject to appropriations, the Office of the State Superintendent of Education shall provide administrative and technical support to the Commission as necessary.

TITLE VIII. RULES; APPLICABILITY;  
FISCAL IMPACT STATEMENT; EFFECTIVE DATE.

Sec. 801. Rules.

The Mayor, pursuant to Title 1 of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), shall issue rules to implement the provisions of this act.

Sec. 802. Applicability.

(a) Title II shall apply as of August 1, 2010.

(b) This act shall apply upon the inclusion of its fiscal effect in an approved budget and financial plan.

Sec. 803. Fiscal impact statement.

The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02 (c)(3)).

Sec. 804. Effective date.

This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), a 30-day period of Congressional review as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.

---

Chairman  
Council of the District of Columbia

---

Mayor  
District of Columbia