SECTION B:
SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Public Schools ("DCPS"), Office of Food Nutrition Services ("OFNS") is constantly seeking to improve nutritional standards, meal offerings, food quality, taste, and sustainability practices throughout all of our schools. We are seeking a progressive vendor to help us increase food quality and participation in select schools and who has the experience and capability of serving high volume "from scratch" meals.

B.1.1 The Contractor shall embrace innovation and creativity in the implementation of this pilot program. The mission of OFNS is to support the DCPS's academic community by providing nutritious and appealing meals as economically as possible with superior service to every student every school day.

B.1.2 Our goal is to continuously provide a nutritionally sound school breakfast, school lunch, snack, and after school meals that meet all requirements of the National School Lunch ("NSL") and School Breakfast Programs ("SBP") of the United States Department of Agriculture ("USDA").

B.2 **REQUIREMENTS CONTRACT:**

B.2.1 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

B.2.2 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.4. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

B.2.3 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.2.4 Any order issued during the effective period of this contract and not completed within that period shall be not be completed by the Contractor unless the contract term was extended pursuant to Section F.2 below.

B.3 The DCPS contemplates award of a fixed price requirements contract.

B.4 PRICE SCHEDULE (Base Year)

B.4.1 The quantities provided below are just an estimate. DCPS does not guarantee the actual quantities of meals nor establish any norms for stable or normal operations. This estimate is based on actual quantities served for School Year 2009-2010 as projected. This estimate is not a representation of a minimum quantity order. The actual quantities of meals will depend of students' participation rates for each of the Contract Line Item Number CLIN(s) for the Base Year and each subsequent Option Year below.

B.4.2

	Description (Note 1)	Estimated Quantities	Rate	Extended Price
CLIN 001	Reimbursable Breakfast	**235,260**		
CLIN 002	Reimbursable Lunches	**498,960**		
CLIN 003	Reimbursable After-School Snacks	**174,600**		
CLIN 004	Reimbursable After-School Meals			
CLIN 005	Management Fee per School Meal (Breakfast-Lunches)			
	Re-Hydration Water and Juice(included in meal price above)	**N/A**	**Included Above**	**Included Above**
	Summer Breakfast Meals (Optional Pricing)	**N/A**		
	Summer Lunch Meals (Optional Pricing)	**N/A**		

B.5 PRICE SCHEDULE (Option Year One)

B.5.1

	Description (Note 1)	Estimated Quantities	Rate	Extended Price
CLIN 101	Reimbursable Breakfast	**235,260**		
CLIN 102	Reimbursable Lunches	**498,960**		
CLIN 103	Reimbursable After-School Snacks	**174,600**		
CLIN 104	Reimbursable After-School Meals			
CLIN 105	Management Fee per School Meal (Breakfast-Lunches)			
	Re-Hydration Water and Juice(included in meal price	**N/A**	**Included Above**	**Included Above**

	above)			
	Summer Breakfast Meals (Optional Pricing)	**N/A**		
	Summer Lunch Meals (Optional Pricing)	**N/A**		

B.6 PRICE SCHEDULE (Option Year Two)

B.6.1

	Description (Note 1)	Estimated Quantities	Rate	Extended Price
CLIN 201	Reimbursable Breakfast	**235,260**		
CLIN 202	Reimbursable Lunches	**498,960**		
CLIN 203	Reimbursable After-School Snacks	**174,600**		
CLIN 204	Reimbursable After-School Meals			
CLIN 205	Management Fee per School Meal (Breakfast-Lunches)			
	Re-Hydration Water and Juice(included in meal price above)	**N/A**	**Included Above**	**Included Above**
	Summer Breakfast Meals (Optional Pricing)	**N/A**		
	Summer Lunch Meals (Optional Pricing)	**N/A**		

B.7 PRICE SCHEDULE (Option Year Three)

B.7.1

	Description (Note 1)	Estimated Quantities	Rate	Extended Price
CLIN 301	Reimbursable Breakfast	**235,260**		
CLIN 302	Reimbursable Lunches	**498,960**		
CLIN 303	Reimbursable After-School Snacks	**174,600**		
CLIN 304	Reimbursable After-School Meals			
CLIN 305	Management Fee per School Meal (Breakfast-Lunches)			
	Re-Hydration Water and Juice(included in meal price above)	**N/A**	**Included Above**	**Included Above**

	Summer Breakfast Meals (Optional Pricing)	**N/A**		
	Summer Lunch Meals (Optional Pricing)	**N/A**		

B.8 PRICE SCHEDULE (Option Year Four)

B.8.1

	Description (Note 1)	Estimated Quantities	Rate	Extended Price
CLIN 401	Reimbursable Breakfast	**235,260**		
CLIN 402	Reimbursable Lunches	**498,960**		
CLIN 403	Reimbursable After-School Snacks	**174,600**		
CLIN 404	Reimbursable After-School Meals			
CLIN 405	Management Fee per School Meal (Breakfast-Lunches)			
	Re-Hydration Water and Juice(included in meal price above)	**N/A**	**Included Above**	**Included Above**
	Summer Breakfast Meals (Optional Pricing)	**N/A**		
	Summer Lunch Meals (Optional Pricing)	**N/A**		

SECTION C:
SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION:

C.1.1 The Office of Food Nutrition Services (OFNS) of the District of Columbia Public Schools is constantly seeking to improve nutritional standards, meal offerings, food quality, taste, and sustainability practices throughout all of our schools. We are seeking a progressive vendor to help us increase food quality and participation in select schools and who has the experience and capability of serving high volume "from scratch" meals. This vendor will be providing students in select schools made-from-scratch meals from fresh and nutritious ingredients created on-site in schools that currently have operable kitchen facilities. Additionally this vendor will need to demonstrate the ability to prepare and deliver "like quality" meals made from specific school kitchens to other schools without full cooking capabilities while retaining the goal of "from scratch" meals served at the proper temperatures. Vendor needs to be ready launch by August 1st, 2010.

C.1.2 Our goal is to implement a new program that includes healthy primarily whole un-processed breakfasts, lunches, supper and snacks that meet or exceed IOM standards (Exhibit 1). Vendor should also comply with Gold Standard for HealthierUS School Challenge (Exhibit 2) and meet requirements as listed in Exhibit 3. In addition, the vendor is expected to run the program as close to cost neutral as possible (this cost includes milk regardless of whether it is paid for by DCPS or the vendor). Upon the successful implementation of this plan this vendor may become a potential partner for similar production kitchen schools. Please refer to Exhibit 4 for selected pilot schools and participation rates.

C.1.3 The process will invite qualified companies or persons to submit proposals for a new food services contract that will authorize the selected vendor(s) to provide mandated meal service in a limited number of schools as chosen by the DCPS. The successful performance of the selected vendor under the initial contract term may lead to an expanded scope whereas the number of schools could increase per each subsequent contract term as agreed by the parties.

C.1.4 Certain types of meal services shall be provided by the Contractor under the New Contract and will be referred to within the request for proposals as required.

C.1.5 When evaluating each Contractor's proposal DCPS will rely on varying selection Factors described under Section M.

C.2 BACKGROUND:

C.2.1 Currently, food services are managed by a single Contractor, Chartwells. It operates under the following scenario:

C.2.2 122 School Sites where meals are offered including; 1.)Breakfast 2.) breakfast in the classroom 3.) lunch 4.) snack and 5.) projected supper programs. Aggregate participation rates for breakfast and lunch are 30.37% and 69.09% as of March 22, 2010.

C.2.3 All cafeteria workers are employed by union contract and managed by Chartwells.

C.3 SCOPE AND REQUIREMENTS:

C.3.1 **Mandatory Requirements: The Contractor shall provide the following for the full duration of the contract, the Base year and four option years: (subject to availability of funds and approval by City Council).**

C.3.1.1 All school meals shall meet or exceed the Institute of Medicine nutrition standards for schools refer to Exhibit 1.

C.3.1.2 Compliance with Gold Standard for HealthierUS School Challenge – refer to Exhibit 2.

C.3.1.3 Compliance with Healthy Food Act (proposed DC Government Regulation)- as Listed in Exhibit 6 which is scheduled to be voted upon its final version on May 4, 2010.

C.3.1.4 Where vending machines are available and provided by DCPS, the Contractor shall also supply/replenish meals to these machines and follow the nutrition standards as mandated by the DCPS to be provided.

C.3.1.5 Contractor shall serve only meals approved by DCPS . DCPS shall review and approve of all menus, ingredients, and meal components at least one month prior to meal service.

C.3.1.6 Contractor shall agree to cooperate with DCPS on menu selection.

C.3.1.7 Every meal period shall include a vegetarian option and this option shall rotate.

C.3.1.8 Contractor shall immediately notify DCPS of discovery of any food recall

incident and no later than 2 hours after discovery and provide an alternative food plan so no meals are missed.

C.3.1.9 Contractor shall comply with standards for "Breakfast in the Classroom" Program including proper menus, proper serving containers and utensils, appealing and high quality foods, and enact a plan and train for the implementation whereas the school teachers and staff can easily serve the meals. Please refer to Exhibit 10.

C.3.1.10 Contractor shall continue to increase breakfast participation at all grade levels of the program with emphasis on Breakfast in the Classroom. The program shall include expansive marketing and a strong communication plan. In addition the Contractor shall increase the participation in the national school lunch program at all grade levels.

C.3.1.11 From time to time the DCPS will enact special programs or meals as desired and the Contractor shall comply and cooperate with the coordination of these events.

C.3.1.12 Contractor shall serve at a minimum three hot breakfasts and at least three hot lunches per week at each facility.

C.3.1.13 On average throughout the year, twenty percent by cost of all food ingredients and products used in the making of the meals shall come from the Mid Atlantic Region (Washington DC, Maryland, Virginia, West Virginia, Pennsylvania, North Carolina, Delaware, New Jersey).

C.3.1.14 Contractor shall remain in full compliance with USDA cost reimbursement requirements as listed in Exhibit 7**.** (i.e. proper number of components per meal, quality of food, proper and timely registering of accounting per meal period, Provision 2 specifications,)

C.3.1.15 Contractor will not serve any meals that have any components' subject to recall by its vendor source or any other source knowingly.

C.3.1.16 Contractor shall comply with all federal, district and DCPS food, health and safety regulations to include Provision 2 and Free and Reduced Program (refer to Exhibit 8 – See Attachment J.13)

C.3.1.17 Contractor shall maintain facilities and food production, delivery, and service, according to current District of Columbia Department of Health regulations.

C.3.1.18 Contractor shall perform aggressive marketing and promotion campaigns

aimed at meeting participation goals (through menu changes, new products, etc.). All marketing campaigns shall be approved by the Executive Director of OFNS.

C.3.1.19 Department of Health Inspections shall be maintained, updated and posted in accordance with District, Local and Federal Government regulations.

C.3.1.20 Business licenses shall be kept updated and posted in accordance with all District, Local, and Federal Government regulations.

C.3.1.21 Food Handler permits shall be updated and posed in accordance with all District, Local, and Federal Government regulations.

C.3.1.22 Hazard Analysis and Critical Control Point (HACCP) binders shall be up to date and easily accessible.

C.3.1.23 Contractor shall provide a diverse selection of whole grain breads and whole grain products such as rice, pasta, quinoa, couscous, tortillas, etc. At least 75% of products served must be 75% whole grain or higher.

C.3.1.24 No expired products shall be accounted for use: expired products shall be discarded per guidelines.

C.3.1.25 Contractor shall offer 3 (three) hot options for breakfast and 2 cold options for breakfast.

C.3.1.26 Contractor shall provide no meals served to students in Pre-K, Kindergarten, or Grade 1 that may pose a choking hazard.

C.3.1.27 Contractor shall secure measuring and portioning tools.

C.3.1.28 Contractor shall provide estimated nutrition content, ingredients, and food origins information for meals and menu cycle in advance of menu service and actual nutrition content posting to DCPS website at time of menu release.

C.3.1.29 Contractor shall provide napkins, utensils, serving scoops, and condiments and use sustainable products where possible.

C.3.1.30 Contractor shall serve food in an appealing and creative way; while creating a comfortable and visually pleasing school food environment.

C.3.1.31 Contractor shall accommodate all student dietary restrictions that exist in all serving schools.

C.3.1.32 Contractor shall provide transport logs at every delivery.

C.3.2 **Service Level Requirements:**

C.3.2.1 **Cost Management**

C.3.2.1.1 Provide Accounting for each student meal 100% of the time using DCPS system POS machine (WINSNAP).

C.3.2.1.2 Provide accurate accounting information to DCPS in a timely manner (daily, weekly, monthly) about participation within the appropriate categories and student meals served.

C.3.2.1.2.1 Contractor shall submit participation records, including claim information by eligibility category, in a timely manner to facilitate claims submission by DCPS. This submittal shall be no later than the tenth (10th) day of the succeeding month in which services were rendered. DCPS shall perform edit checks on the participation records provided by the Contractor prior to the preparation and submission of the claim for reimbursement.

C.3.2.1.2.2 The records necessary for DCPS to complete the required monitoring activities must be maintained by the Contractor under this contract, and must be made available to the Inspector General, DC Auditor, Auditor General, the USDA, the Washington Government Agency, and DCPS upon request for the purposes of auditing, examination, and review.

C.3.2.1.3 The Contractor shall fully disclose all discounts, rebates, allowances, and incentives received by the Contractor from its suppliers. If the Contractor receives a discount, rebate, allowance, or incentive from any supplier, the Contractor shall disclose and return to DCPS the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of DCPS at the time the incentive arrangement is made. All discounts, rebates, allowances, and incentives shall be returned to DCPS during a mutually agreed upon time frame that is beneficial to DCPS.

C.3.2.2 **Operational Efficiencies**

C.3.2.2.1 Contractor shall have adequate management and supervisory staff to fulfill the contract. This staff shall be available and responsive to DCPS, OFNS and school faculty.

C.3.2.2.2 Required meals shall be available at the designated meal periods 100% of the time.

C.3.2.2.3 If the Contractor meets targeted participation numbers listed in Exhibit 11, DCPS shall add additional serving schools to the contract.

C.3.2.2.4 Targeted wait times for any meal shall not exceed 5 minutes per student. Contractor shall work with Administration.

C.3.2.2.5 Contractor shall notify DCPS of any health or safety violation or "near misses" immediately upon discovery if it proves an immediate threat to continuing operations.

C.3.2.2.6 Contractor shall have effective (resource readiness including staff and facilities) contingency plans for food recalls, weather, security, or any other unforeseen event.

C.3.2.2.7 Emergency Closing:

C.3.2.2.7.1 Contractor shall immediately notify OFNS of any interruption in utility service of which it has knowledge of.

C.3.2.2.7.2 Contractor shall immediately notify the OFNS of any potential delay in food service operation at any serving site.

C.3.2.2.8 Supervision and Inspection

C.3.2.2.8.1 The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products.

C.3.2.3 **Personnel Requirements**

C.3.2.3.1 Employees assigned to work in any DCPS facility shall be carefully selected with respect to experience, background, and eligibility.

C.3.2.3.2 The Contractor shall be responsible for supervising and training all personnel. Supervision activities include employee and labor relations, personnel development, culinary training, hiring and termination of the Contractor staff.

C.3.2.3.3 All personnel assigned to the food service operation in the DCPS buildings shall be instructed in the use of all emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas and such training shall be in writing.

C.3.2.3.4 The Contractor shall instruct its employees to abide by the policies, rules and regulations, with respect to use of DCPS premises as established by DCPS and which will be furnished in writing to the Contractor.

C.3.2.3.5 The contractor shall maintain its own personnel and fringe benefits policies for its employees.

C.3.2.3.6 The contractor shall provide DCPS with schedule of employees, positions, assigned locations, and hours to be worked, two (2) full calendar weeks prior to the commencement of operation.

C.3.2.3.7 DCPS shall provide sanitary toilet and hand washing facilities for the employees of the Contractor.

C.3.2.3.8 DCPS may request in writing the removal of any employee of the Contractor who violates health requirements or conducts himself/herself in a manner, which is detrimental to the well-being of the students.

C.3.2.3.9 In the event of removal or suspension of any such employee, the Contractor shall immediately restructure the food service staff without disruption of service.

C.3.2.3.10 Based on DC Statute 2-301.05b, incorporated by reference and made part of the contract “any contractor who is awarded a contract that displaces District government employees shall offer to the displaced employee is qualified, for at least a 6-month period during which the employee shall not be discharged without cause”. DCPS employees hired by the Contractor shall continue to meet the same standards applicable to DCPS employees including submitting to and passing background checks. Any DCPS employee hired by the Contractor, who fails to pass background check, will be subject to termination.

C.3.2.3.11 All employees shall continue to meet the standards for employment in DCPS, including but not limited to submitting to and passing background checks. Any employee who fails to pass pre-employment tests, including but not limited to, background tests, TB tests, drug tests, etc., will be subject to termination.

C.3.2.3.12 As part of its transition plan, the Contractor shall:

C.3.2.3.12.1 Negotiate in good faith with the existing Labor Union

C.3.2.3.12.2 Honor the pay rate and comparable benefits of current school-based employees.

C.3.4 **Commodities**

C.3.4.1 Any USDA-donated commodities received for use by the Contractor and made available to the OFNS shall be utilized within the specified term of this Contract in the Contractor's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations. The Contractor agrees to utilize USDA donated foods and processed end products made available to DCPS to the maximum extent possible in accordance with the food and nutrition quality standards herein and ensure that School receives the benefit of all refunds from processors. At not time at the end of a school year should the DCPS not have taken advantage of all donated foods available to them unless DCPS directed these resources to be exchanged for other foodservice related products. The Contractor shall credit DCPS for USDA donated foods received for use by Contractor, as described in this RFP. The Contractor agrees that DCPS retains ownership at all times of USDA donated foods and agrees to properly store, inventory, and account for them pursuant to laws established by the USDA. The Contractor shall report monthly to the DCPS their strategy in writing with respect to how they intend to receive the maximum donated foods. This monthly report shall be due on the fifth day of each month or if a weekend then the immediate Monday following.

C.3.5 **Facilities and Equipment**

C.3.5.1 DCPS will provide basic facilities and equipment per each school. Maintenance and repair of equipment will also reside with DCPS.

C.3.6 **Menu Cycle Changes Procedure**

C.3.6.1 When an emergency situation exists which might prevent the contractor from delivering a specified meal component, they shall notify the DCPS immediately so substitutions can be agreed upon. The DCPS reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.

C.3.6.2 Non-compliance:

C.3.6.2.1 The District reserves the rights to inspect and determine the quality of food delivered and reject any meals, which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for:

C.6.2.1.1 unauthorized menu changes;

C.6.2.1.2 incomplete meals;

C.6.2.1.3 meals not delivered within the specified delivery time period, and

C.6.2.1.4 meals rejected because they do not comply with the specifications.

C.3.6.3 The District reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons, including closure of the FSMC by the Health Department for health code violations. The contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lower cost. The District or agency inspecting shall notify the contractor, in writing, as to the number of meals rejected and the reasons for rejections.

C.3.7.3 Food Specifications

C.3.7.3.1 Bids are to be submitted on the menu cycle included and shall include at a minimum, the portions specified by the U. S. Department of Agriculture for each meal, which are included with this RFP.

C.3.7.3.2 All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U. S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery. Local, grass-fed, free-range, hormone and antibiotic free meats are to be used whenever possible.

C.3.7.3.3 Production Specifications: Milk and Milk products are defined as ". . . fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet

State and local standards for such milk . . .” Milk delivered hereunder shall conform to these specifications. Local, organic, hormone, antibiotic and additive free milk without artificial ingredients are to be used whenever possible.

C.3.7.3.4 DCPS reserves the right to purchase its own milk.

C.4 EXHIBITS

C.4.1 EXHIBIT 1 – Institute of Medicine Nutrition Standards (See Attachment J.9)

C.4.2 EXHIBIT 2 -HealthierUS School Challenge - Gold Program(See Attachment J.10)

C.4.3 EXHIBIT 3 - Nutrition Standards

Detailed list – Nutrition Standards
1. Meals shall be free of artificial preservatives, colors, flavors, and sweeteners.
2. Meals shall not contain high fructose corn syrup or artificial Trans fat.
3. Every meal shall serve fruit and vegetables and hormone free milk.
4. Beef shall be served no more than 4x a month. All meats served should be lean (20% fat or less), hormone and antibiotic free and not breaded or fried (except when commodity meats are used)
5. All Juices must be 100% fruit juice. Juice shall not be served more than once per day (i.e. if juice is served with breakfast, it may not be served with snacks)
6. No canned fruit and vegetable is to be packed in oil or syrup.
7. Meals shall not contain peanuts or other nut products, nor may be prepared in any facility that prepares meals with peanuts or other nut products
8. Dairy products are low fat, free of hormones or antibiotics or from local sources where possible. Milk should be skim or 1%, free of hormones or antibiotics or without artificial sweeteners or flavorings.
9. USDA Grade A eggs only
10. Meals are free of fried foods and are minimally processed

C.4.4 EXHIBIT 4 – TBD

C.4.5 EXHIBIT 5 - Targeted Locations and Participation

Pilot School	Current Breakfast Participation	Current Lunch Participation	# breakfast	# lunch	# snack
Kelly Miller 301 49th St. NE 20019	25%	66%	112	280	125
Thomas 650 Anacostia Ave NE 20019	57%	92%	142	227	124
Burrville	41%	89%	129	271	112

801 Division Ave. NE 20019					
Aiton 533 48th Pl. NE 20019	40%	79%	126	241	112
Kenilworth 1300 44th St. NE 20019	64%	92%	125	167	81
Marshall 3100 Fort Lincoln Dr. NE 20018	52%	69%	55	79	0
Prospect 920 F St. NE 20002	60%	87%	63	93	0
Total			**752**	**1358**	**554**

C.4.6 **EXHIBIT 6 - Links for the Healthy School Act Requirements.**

The purpose of the Bill, as introduced, is to improve the nutrition, health, and wellness of our public school students. Please refer to the following link for additional information: (See Attachment J.11

C.4.7 **EXHIBIT 7 – USDA Rules and Regulations**
See Attachment J. 12

C.4.8 **EXHIBIT 8 - Free and Reduced Meals Definitions**
See Attachment J. 13

C.4.9 **EXHIBIT 9 - DCPS Menu Review Process**

C.4.9.1 Contractor shall present alternatives 30 days in advance of implementation.

C.4.9.2 Alternatives presented shall be compliant with all regulations and requirements stated in this solicitation.

C .4.9.3 All meals shall be taste tested prior to release.

C.4.9.4 All nutritional requirements shall be presented prior to menu release.

C.4.9.5 Source of all ingredients used to prepare the food shall be presented at time of tasting.

C.4.10 **EXHIBIT 10 - Breakfast in the classroom details**
See Attachment J.15

C.4.11 **EXHIBIT 11 - Targeted participation**

Pilot School	Current Breakfast Participation	Breakfast target participation	Current Lunch Participation	Lunch target participation

Kelly Miller 301 49th St. NE 20019	25%	50%	66%	80%
Thomas 650 Anacostia Ave NE 20019	57%	72%	92%	95%
Burrville 801 Division Ave. NE 20019	41%	70%	89%	95%
Aiton 533 48th Pl. NE 20019	40%	70%	79%	90%
Kenilworth 1300 44th St. NE 20019	64%	75%	92%	95%
Marshall 3100 Fort Lincoln Dr. NE 20018	52%	70%	69%	85%
Prospect 920 F St. NE 20002	60%	70%	87%	95%

C.4.12 **EXHIBIT 12 - US Department of Agriculture – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

See Attachment J.16

C.5 APPLICABLE DOCUMENTS:

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

Item No.	Document Type	Applicable Portion
1	Health Certification and Inspection	(7 CFR 225.6(h)(2)(v))
2	State Agency Inspections	7 CFR 225.7(d) (6) and (e))
3	Records	7 CFR 225.6(h)(2)(vii)
4	Buy American Provision	7 CFR 250
5	Subcontracts	(7 CFR 225.6(h)(2)(ii))
6	Contract Responsibility	(7 CFR 225.6(h)(2)(ix))
7	Reimbursement (7 CFR 225.6(h)(2)(ix))	(7 CFR 225.6(h)(2)(ix))
8	Administrative Reviews	7 CFR 225.7(d)(6) and (e)
9	Food Service Management Company Disallowances	7 CFR 225.6(h)(2) and (3))
10	Certification Regarding Lobbying	7 CFR Part 3018

11	Disclosure of Lobbying Activities,	7 CFR Part 3018
12	Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations,	Part 3016.36(i)
13	USDA rights to Data	Part 3016.34

C.6 DEFINITIONS:

C.6.1 The term *"bid"* means an offer to perform the work described in the Request for Proposal at the fixed unit price specified or cost reimbursement in accordance with the terms and conditions of the solicitation.

C.6.2 The terms *"bidder"* and/or "*offerer"* means a food service management company submitting a bid in response to this Request for Proposal.

C.6.3 The term *"contractor"* means a successful bidder who is awarded a contract by an District under the National School Breakfast and Lunch Program, under the U. S. Department of Agriculture

C.6.4 The term *"food service management company"* means an organization, other than a public or private non-profit school, with which the District may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program;

C.6.5 The term *"Request for Proposal",* hereafter referred to as RFP, means the document, with all non-negotiable components, which is used to solicit proposals, through the formal advertising method of procurement. In the case of this program the RFP, as well as any negotiable provisions, becomes the contract, upon acceptance by the District;

C.6.6 The term *"District"* and/or DCPS means the National School Breakfast and Lunch Program that issues this RFP.

C.6.8 The term "DOD Commodities" means the fresh fruits and vegetables provided by USDA and available to eligible schools participating in the NSLP program by the Department of Defense Supply Center, Philadelphia

C.6.9 The term "USDA Commodities" means the dry, canned and frozen food made available to eligible schools in the NSLP program by the USDA.

C.6.10 The term "commodities" means USDA and or DOD commodities.

C.6.11 The term "USDA commodity Value" refers to the stated case value of USDA commodity

foods as of the November 15 commodity file report as of the previous year.

C.6.12 The term "Commodity Entitlement" means the total value of USDA commodities available to eligible schools based on prior year participation in NSLP or an estimate provided by the State Agency.

C.6.13 The term "DOD Entitlement" means the total value of DOD fresh fruits and vegetable available to eligible schools based on prior year participation in NSLP or an estimate provided by the State Agency.

C.7 NON-PERFORMANCE BY CONTRACTOR

C.7.1 In the event of a termination for default under Standard Contract Provision 8 "Default", the Contractor shall pay DCPS the full amount of any meal overclaims which are attributable to the Contractor's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.

C.7.2 In accordance with Standard Contract Provision 8 "Default" paragraph (a)(2), the contracting officer authorizes the contractor a maximum of 30 days to cure any failures to perform or failures to make progress.

C.7.3 DCPS may initiate a default termination for the Contractor's loss of Provision 2 status for any school due to the negligence of, or actions or omissions of, the Contractor.

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 (6), Inspection of Service 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).

E.1.1 **Inspection of Facility**

E.1.1.1 The District, the State Agency, and the U. S. Department of Agriculture reserves the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

E.1.1.2 The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.

E.1.1.3 The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals served by other establishments in the locality.

SECTION F:
PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT:

The term of the contract shall be for a period of ***one year*** 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 COTR identified in section G.9 in accordance with the following:

Deliverable	Frequency	Format/Method of Delivery	Due Date
Initial 21 day cycle menu submittal	**Every 21 days**	**Hard Copy and Electronically**	**30 Days After Contract Execution**
Tasting of any menu items	**As Needed**	**Hard Copy and Electronically**	**Prior to Being Served to Students**
Subsequent menu item submittals	**As Needed**	**Hard Copy and Electronically**	**5 Days Prior to Date Contractor Wants to Implement**
Invoice Submittals	**Monthly**	**Hard Copy and Electronically**	**Prior to the Tenth day of the following Month**
DOH Violations	**As Needed**	**Hard Copy and Electronically**	**Immediately Upon Receipt Submit**
Reconciliation of Meals Served	**Daily**	**Hard Copy and Electronically**	**Daily Weekly Monthly**
Proof of Compliance with IOM	**Every 21 days**	**Hard Copy and Electronically**	**Concurrently with Any Menu Submittal**
Proof of Compliance with Healthy Schools Act	**Every 21 days**	**Hard Copy and Electronically**	**Concurrently with Any Menu Submittal**
Proof of Compliance with Gold Standard for Healthier US School Challenge	**Every 21 days**	**Hard Copy and Electronically**	**Concurrently with Any Menu Submittal**
Food Recalls	**As Needed**	**Hard Copy and Electronically**	**Immediately to DCPS upon Discovery**
Any incidents requiring closure or non-service	**As Needed**	**Hard Copy and Electronically**	**Immediately to DCPS upon Discovery**
Marketing and promotions campaigns	**Monthly**	**Hard Copy and Electronically**	**For Approval to DCPS on the Fifth of Each Month**
On Site Staff Schedules	**Weekly**	**Hard Copy and Electronically**	**Weekly to DCPS**
Accounting for USDA commodities utilized	**Monthly**	**Hard Copy and Electronically**	**Monthly to DCPS**
Equipment repair needs	**As**	**Hard Copy and**	**Immediately in writing to**

	Needed	Electronically	DCPS
Nutrition Information, Meal Ingredients and Food Origin Reports	**Every 21 days**	**Hard Copy and Electronically**	**Concurrently with Any Menu Submittal**

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 30th day after receiving a proper invoice from the Contractor.

G.1.3 The contractor shall submit its itemized invoice to the DCPS monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each school during the preceding month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the school representative of the DCPS has signed the required delivery receipts.

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 Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Financial Officer
1200 First Street, NE, 11th Floor
Washington, DC 20002

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 shall 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 ORDERING CLAUSE:

G.4.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.4.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.4.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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 shall refer to the assignment and shall 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 RESERVED.

G.6.1 Reserved

G.6.2 **Payments to Subcontractors**

G.6.2.1 The Contractor shall 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:

G.6.2.1.1 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

G.6.2.1.2 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 shall 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:

G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;
G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or
G.6.2.2.3 the 15th day after the required payment date for any other item.

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

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

G.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:

Glorious Bazemore
Office of Contracting and Acquisitions
1200 First Street, NE, 11th Floor
Washington, DC 20002
(202) 442-5131
Glorious.Bazemore@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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR 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:

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 COTR is:

Office of Food and Nutrition Services
Jeffrey Mills, Director of Food Services
Office of the Chief Operating Officer
1200 First Street, NE, 11th Floor
Washington, DC (20002)
(202) 574-7603
Jeffrey.Mills@dc.gov

G.9.3 The COTR shall NOT have the authority to:

G.9.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

G.9.3.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

G.9.3.4 Authorize the expenditure of funds by the Contractor;

G.9.3.5 Change the period of performance; or

G.9.3.6 Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; Contractor 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.1.2 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.1.3 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, Revision No.: 8, dated 05/26/2009 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 COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the 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:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

H.5.2.2 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 10th 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:

H.5.3.1 Number of employees needed;
H.5.3.2 Number of current employees transferred;
H.5.3.3 Number of new job openings created;
H.5.3.4 Number of job openings listed with DOES;
H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
H.5.3.6.1 Name;
H.5.3.6.2 Social security number;
H.5.3.6.3 Job title;

H.5.3.6.4 Hire date;
H.5.3.6.5 Residence; and
H.5.3.6.6 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:

H.5.5.1 Document in a report to the CO its compliance with section H.5.4 of this clause; or;

H.5.5.2 Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

H.5.5.2.1 Material supporting a good faith effort to comply;
H.5.5.2.2 Referrals provided by DOES and other referral sources;
H.5.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and
H.5.5.2.4 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:

H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.5.6.2 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.

H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.5.6.4 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 COTR.

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:

H.6.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq*.

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

H.7.1 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.

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.

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:

H.8.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.8.8.2 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;

H.8.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.8.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

H.8.8.5 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;

H.8.8.6 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;

H.8.8.7 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;

H.8.8.8 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);

H.8.8.9 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

H.8.8.10 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 PLAN COMPLIANCE:

H.9.1 **Subcontracts and Assignments.** The contractor shall not sub-contract with only one company for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the District, his contract or any interest therein.

H.9.1.1 In the event of any assignment, the contractor shall remain liable to the District as principal for the performance of all his obligations under this contract.

H.9.2 **Reporting.** If the Contractor has an approved subcontracting plan under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st 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.9.2.1 The dollar amount of the contract or procurement;

H.9.2.2 A brief description of the goods procured or the services contracted for;

H.9.2.3 The name of the business enterprise from which the goods were procured or services contracted; including the location of farms or facilities where foods were grown or processed;

H.9.2.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.2.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.2.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.2.7 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.9.3 **Enforcement and Penalties for Breach of Subcontracting Plan:**

H.9.3.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.3.2 In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

H.10 AUDITS AND RECORDS:

H.10.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.10.2.1 Record-Keeping. Production Record/Delivery tickets must be prepared by the contractor, Production Record/Delivery tickets must be itemized to show the number of meals of each type delivered to each school. Designees of the DCPS at each school will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the DCPS only if signed by the DCPS's designee at the school. The DCPS must retain a copy of all signed Production Record/Delivery tickets. Production Record/Delivery ticket approved and provided by the state agency must be used.

H.10.2.2 The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.

H.10.2.3 The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives

of the U.S. Department of Agriculture, the DCPS, and the Comptroller General of the United States at any reasonable time and place.

H.10.3 **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

H.10.3.1 The proposal for the contract, subcontract, or modification;
H.10.3.2 The discussions conducted on the proposal(s), including those related to negotiating;

H.10.3.3 Pricing of the contract, subcontract, or modification; or

H.10.3.4 Performance of the contract, subcontract or modification.

H.10.4 **Comptroller General**

H.10.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.10.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.10.5 **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

H.10.5.1 The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
H.10.5.2 the data reported.

H.10.6 **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.10.1 through H.10.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

H.10.6.1 If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until thee (3) years after any resulting final termination settlement; and

H.10.6.2 The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.10.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.10.7, in all subcontracts under this contract that exceed the small purchase threshold of $100,000, and:

H.10.7.1 That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
H.10.7.2 For which cost or pricing data are required; or
H.10.7.3 That requires the subcontractor to furnish reports as discussed in H.10.5 of this clause.

H.11 Criminal Background and Traffic Records Checks for Contractors that Provide Direct Services to Children or Youth

H.11.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

H.11.1.1 Criminal inquiries in accordance with Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, are required of every District of Columbia Public Schools employee and by policy, of every other individual providing services in any DCPS school or to any DCPS student. Background checks shall include fingerprinting.

H.11.1.2 The Contractor shall be responsible for ensuring that all personnel have background checks, including fingerprinting, prior to their service delivery to DCPS students. Upon request, the Contractor shall provide DCPS with a copy of the results from the background check, drug test, and the fingerprinting.

H.11.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be

required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

H.11.2.1 The Contractor shall be responsible for ensuring that any and all personnel who may at any time be responsible for the driving and/or use of the company vehicles and/or DCPS vehicles have complete up to date on-file driving and traffic records. Upon request, the Contractor shall provide DCPS with a copy of the results from the records check.

H.11.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check shall be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check shall be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

H.11.5.1 a written authorization which authorizes the District to conduct a criminal background check;

H.11.5.2 a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

H.11.5.3 a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

(i) Murder, attempted murder, manslaughter, or arson;
(ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
(iii) Burglary;
(iv) Robbery;
(v) Kidnapping;
(vi) Illegal use or possession of a firearm;
(vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;

(viii) Child abuse or cruelty to children; or
(ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

H.11.5.4 a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

H.11.5.5 a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.11.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

H.11.7.1 To authorize the DCPS, or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

H.11.7.2 To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.;

H.11.7.3 To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

H.11.7.4 To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

H.11.7.5 To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.11.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.11.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.11.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.11.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

H.11.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.11.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.11.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.11.15The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.11.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.

H.11.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.

H.11.18 The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

H.11.19 If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.11.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.12 DISTRICT RESPONSIBILITIES:

H.12.1 DCPS shall provide the facilities from which the contractor will distribute and/or, depending on the contract, prepare the meals to the students.

H.12.2 DCPS shall be responsible for the development, distribution, and collection of the parent letter and application for free and reduced price meals and/or free milk. 7 C.F.R. § 245.6.The Contractor may act as an agent for DCPS related to these responsibilities.

H.12.3 DCPS shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.

H.12.4 DCPS shall be responsible for verifying applications for Free and Reduced Price Meals as required by USDA regulations.

H.12.5 DCPS shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.

H.12.6 DCPS shall be responsible for requesting a direct certification list from the OSSE each year for use to determine eligibility for free meals without obtaining an application from the parent or guardian.

H.12.7 DCPS shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the Contractor that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used, as required under 7 C.F.R. § 210.16(a). DCPS

will provide the Contractor with a list of children and their current category of eligibility.

H.12.8 DCPS shall be responsible for verifying applications for free and reduced price meals, as required by federal regulations and shall evaluate and verify the monthly meal claim information submitted by the Contractor prior to submitting claims for reimbursement. In accordance with USDA regulations, the Contractor shall not be responsible for the free and reduced meal application process.

H.12.9 DCPS shall be responsible for performing the annual on-site review in conjunction with the Contractor. DCPS shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to Contractor. 7 C.F.R. § 210.16(a)(5). DCPS shall retain signature authority on the application/agreement to participate in the NSLP, SBP and SMP, including DCPS' free and reduced-price policy statement (7 C.F.R. § 210.16(a)(5)). DCPS shall be responsible for ensuring the resolution of program review and audit findings. Specifically, DCPS shall conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 C.F.R. § 210.8.

H.12.10 DCPS shall provide the Contractor with telephone service within the DCPS facilities.

H.12.11 DCPS shall provide the Contractor with necessary on-site equipment for the fulfillment of this contract BUT WILL NOT provide any necessary equipment for the off-site preparation and/or transportation of the meals.

H.12.12 DCPS shall be responsible for any losses, including USDA donated foods, which may arise due to loss of electrical power or equipment malfunction not within the control of the Contractor.

H.12.13 DCPS shall notify the Contractor as soon as possible of any interruption in utility service of which it has knowledge.

H.12.14 DCPS shall notify the Contractor as soon as possible of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

H.12.15 DCPS will make the final determination of the opening and closing dates of all sites.

H.13 CONTRACTOR RESPONSIBILITIES

H.13.1 The contractor is required to clean the kitchen facilities utilized under the contract. This includes managing the trash and refuse and recycling flow from the kitchen to the DCPS school-designated areas for pick up.

H.13.2 The contractor is responsible for all aspects of meal preparation and/or delivery as required under the contract and all labor pursuant to fulfillment.

H.13.3 The contractor shall provide the personnel for the use of, and training for the computer systems which shall account for all meals served, sold, and/or provided under the contract.

H.13.4 The Contractor shall ensure that all state and local regulations are being met by the Contractor preparing or serving meals at any DCPS facility.

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

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

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

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

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

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

I.6 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:

I.8.1 **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.

I.8.1.1 **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.

I.8.1.2 **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.

I.8.1.3 **Workers' Compensation Insurance**. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.8.1.4 **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.

I.8.1.5 **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: $1,000,000 per occurrence, including the District of Columbia as additional insured.

I.8.1.6 The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

I.8.1.7 **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of $1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

I.8.1.8 **Sexual/Physical Abuse & Molestation**. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

I.8.1.9 **Employment Practices Liability**. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of $1,000,000 for each wrongful act and $2,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years

following the District's final acceptance of the work performed under this contract.

I.8.2 **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.

I.8.3 **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.**

I.8.4 **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.

I.8.5 **Measurement**. 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.

I.8.6 **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.

I.8.7 **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:

Glorious Bazemore
Office of Contracting and Acquisitions
1200 First Street, NE, 11th Floor
Washington, DC 20002
(202) 442-5112
Glorious.Bazemore@dc.gov

I.8.8 **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:

I.10.1 The contract awarded as a result of this RFP will contain the following clause:

I.10.1.2 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

I.10.1.2.1 An applicable Court Order, if any
I.10.1.2.2 Contract document
I.10.1.2.3 Standard Contract Provisions
I.10.1.2.4 Contract attachments other than the Standard Contract Provisions
I.10.1.2.5 RFP, as amended
I.10.1.2.6 BAFOs (in order of most recent to earliest)
I.10.1.2.7 Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS:

Any contract in excess of $l,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.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination Wage Determination No.: 2005-2103, Revision No.: 8, Date Of Revision: 05/26/2009
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Exhibit 1 – Institute of Medicine Nutrition Standards
J.10	Exhibit 2 – HealthierUS School Challenge – Gold Program
J.11	Exhibit 6 – Links for the Healthy School Action Requirement
J.12	Exhibit 7- USDA Rules and Regulations
J.13	Exhibit 8 - Free and Reduced Meals Definitions
J.14	Exhibit 10 – Breakfast in the Classroom (BIC)
J.15	21 Day Sample Cycle Menu

Attachment Number	Document
J.16	Exhibit 12 - US Department of Agriculture – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS:

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

_____
_____
_____

K.2 TYPE OF BUSINESS ORGANIZATION:

K.2.1 The offeror, by checking the applicable box, represents that:

(a) It operates as:

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

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

__ an individual,
__ a joint venture, or
__ a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS:

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

Offeror_____Date_____

Name_____Title_____

Signature_____

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

K.4 BUY AMERICAN CERTIFICATION:

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

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION:

Each offeror shall check one of the following:

____ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause13.

_____
_____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(i) those prices,

(ii) the intention to submit a contract, or
(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

_____

(*insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);*

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

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

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

K.7 <u>TAX CERTIFICATION:</u>

Each offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.8 CERTIFICATION OF ELIGIBILITY:

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

B. does not have a proposed debarment pending; and

C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

_____

_____

_____

_____

SECTION L:
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 2:45 p.m. on May 13, 2010 at Kelly Miller Middle School 217 49th Street NE, Washington, DC 20019, all interested parties shall meet the specified location. Site visits to each school under the proposed contract will occur on the same day, Wednesday May 13, 2010. All interested parties must RSVP to Ms. Lisa Campbell, at (202) 442-5111 or (202) 442-5112 and Lisa.Campbell4@dc.gov. A confirmation will be sent back to you and if you do not receive a confirmation please resend your RSVP or call until you receive confirmation. You must have a confirmed space to attend.

L.1.1 The site visits will be an opportunity for all interested parties to gain access to, and an overview of, the facilities associated with the proposed contract. To ensure all parties have equal access to, and sufficient time to tour each school facility the DCPS will provide group transportation to the remaining six schools under the proposed contract. To ensure there is space for all members of your party please RSVP with the appropriate number of company representatives that will be on the site visits. The tour will end back at Anacostia High School. The tour is expected to take several hours. There will be no other site visits offered.

L.1.2 **Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors shall complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.**

L.1.3 **Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov .**

L.2 CONTRACT AWARD:

L.2.1 **Most Advantageous to the District**

L.2.2 The District intends to award a single contract resulting from this solicitation to the responsible offeror[s] whose offer[s] 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.2.3 The District reserves the right to reject any or all proposals when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.

L.2.4 The District reserves the right to reject the proposal of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature, or the proposal of an offeror who investigation shows is not in a position to perform the contract.

L.2.5 **Initial Offers**

L.2.5.1 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.3 <u>PROPOSAL FORM, ORGANIZATION AND CONTENT:</u>

L.3.1 One original and 4 (four) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.: GAGA-2010-R-0099, Food Service Pilot Program: From Scratch Meals."

L.3.2 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 below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal shall 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.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 **Proposal Submission**

Proposals shall be submitted no later than June 01, 2010 at 2:00PM at District of Columbia Public Schools, Office of Contract and Acquisitions, 1200 First Street, NE, 11th

Floor, Washington, DC 20002. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

L.3.1.2 The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

L.3.1.3 The proposal is the only proposal received.

L.3.2 **Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 **Postmarks**

L.3.3.1 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 **Late Modifications**

L.3.4.1 A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 **Late Proposals**

L.3.5.1 A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS:

L.4.1 If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 20 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 20 days before the date set for submission of proposals. The District shall post all responses via amendment to the Office of Contracting and Procurement Website www.ocp.dc.gov for all prospective offerors. 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.5 FAILURE TO SUBMIT OFFERS:

L.5.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Glorious, Deputy Chief Procurement Officer at District of Columbia Office of Contracting and Acquisitions, 1200 First Street, NE, 11th Floor, Washington, DC 20002, (202) 442-5131, Glorious.Bazemore@dc.gov by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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:

L.6.1.1 **"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

L.6.1.2 **If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

L.6.2.1 **"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:

L.7.1 The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS:

L.8.1 Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, shall 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, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS:

L.9.1 The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS:

L.10.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS:

L.11.1 All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS:

L.12.1 The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS:

L.12.1 In addition to other proposal submission requirements, the offeror shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that shall 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).

L.14 CERTIFICATES OF INSURANCE:

L.14.1 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:

Glorious Bazemore, Deputy Chief Procurement Officer
Office of Contracting and Acquisitions
1200 First Street, NE, 11th Floor
Washington, DC 20002
(202) 442-5112
Glorious.Bazemore@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS:

L.15.1 The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District shall 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.16 BEST AND FINAL OFFERS:

L.16.1 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.17 LEGAL STATUS OF OFFEROR:

L.17.1 Each proposal shall provide the following information:

L.17.1.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 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.17.3 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.18 FAMILIARIZATION WITH CONDITIONS:

L.18.1 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.18.2 Offerors shall list any exception to any terms and conditions of this RFP in their technical response. Failure to list exceptions or deviations from this RFP shall not

relieve the Offeror from full compliance with this RFP. The Offer is to clarify any questions they may have prior to the submittal of a response.

L.19 MANDATORY STANDARDS OF RESPONSIBILITY:

L.19.1 The prospective contractor shall demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor shall submit the documentation listed as part of its Technical Proposal.

L.19.1.1 **Financial Stability**: Offerors shall provide the following:

(i) Copies of audited financial statements or tax returns signed by the preparer for the three (3) previous fiscal years.
(ii) Demonstrated profitability for the last three (3) years.

L.19.2 **Compliance with the applicable District licensing and tax laws and regulations**:

L.19.2.1 Offeror must provide completed attachments (which shall not be included in the final contract):

L.19.2.1.1 **J.3** EEO Policy Statement,
L.19.2.1.2 **J.4** First Source Employment Agreement
L.19.2.1.3 **J.7** Tax Certification Affidavit
L.19.2.1.4 **J.8** Cost/Price Certification and Data Package.

L.19.3 **Insurance Requirements**: Offeror to provide evidence of current insurance coverage. If awarded this Contract, and Bidder's current coverage does not meet the requirements stated in Section I.8, Offeror shall identify gaps in insurance and provide list of proposed specific coverages to address these gaps upon award.

L.19.4 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:**

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

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.

M.2.3 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 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:** **Technical Criteria (Total 50 Points Maximum)** Proposals will be evaluated based on the following evaluation factors in the manner described below:

Technical Evaluation Factors	**Points**
Factor A: Background and Past Performance	10
Factor B: Innovative Approach	15
Factor C: Menu Preparation	15
Factor D: Food Service Promotion and Education	5
Factor E: Sustainability	5
Factor F: Portable Meal Delivery	10
Total	**60**

M.3.1 **Factor A: Background and Past Performance (Maximum 10 Points)**

M.3.1.1 The experience and related background of the offeror, including the past performance and expertise of the offeror in providing the same or similar services as those to be provided under this contract.

M.3.1.2 The DCPS seeks an experienced contractor that has had experience in Food Service Management or the equivalent as determined solely by the DCPS. At a minimum, the offeror must submit a response to each and every request outlined below. Experience for key persons, such as nutritionists and menu planners, etc. may appear in more than one section of the offer if the offeror deems it appropriate.

M.3.1.2.1 Offeror's Organizational Structure

(i) Identify the Offeror and each business organization, operator, and any parties related involved in the management of the proposed operation.
(ii) Identify the individual who is proposed as the point of contact for day-to-day operations and issues. Provide detail.
(iii) Provide an organizational chart of all key individuals that will have a significant role in managing, directing, operating, or otherwise carrying out the services to be provided by the offeror.
(iv) Identify the principal lines of authority within your business organization.

M.3.1.2.2 Operational Experience

(i) Describe any previous experience of the Offeror in the operation and management of food and nutrition services for K-12 Public or Charter Schools or other educational institutions. In lieu of experience in the K-12 format, please provide information on similar experience for which you wish the DCPS to consider as, and evaluate as relevant.

(ii) Provide detail for each separate operation for which you wish the DCPS to evaluate your relevant experience. This may include meals per day, meals per period, staffing schedules for each operation, etc.

M.3.1.2.3 Human Resources

(i) The DCPS seeks Offerors that demonstrate a commitment to excellence in providing personnel with the most professional experience, education, and accomplishment to carry out the responsibilities of the new contract. Please provide the function and necessary qualifications for the Nutritionists.

M.3.1.2.4 Violations, Awards, and References

(i) Has the Offeror or any Key Personnel at any time in the last three years (whether as a principal or employee of Offeror or otherwise) received:

M.3.1.2.4.1 Any notice of violations (NOV), fines, and/or penalties from a federal, state or local agency? Answer yes or no and if yes provide the following:

(i) A description of the NOV, fine and/or penalty.

(ii) When and by who was the NOV, fine and/or penalty issued?

(iii) How did you address the NOV, fine and/or penalty?

(iv) How will you ensure that the problem does not recur?

M.3.1.2.4.2 Any written notice (given as a part of a formal rating process) from any entity for whom the Offeror or Key Personnel provided services that the service was rated less than satisfactory. Answer yes or no, if answering yes, describe the notice and describe any action taken or to be taken to correct the deficiency.

M.3.1.2.4.3 Describe any pending litigations or current lawsuits which, if adversely resolved, would

materially impact the financial position of the Offeror.

M.3.1.2.4.4 Describe any certifications, awards, or formal public recognition that your organization has received that are pertinent to the business opportunity offered under the contract.

(i) Be as detailed as possible and submit legible copies of any award as available.

M.3.1.2.4.5 References provide at a **minimum:**

(i) Current references from two vendors with which the Offeror conducts business.

(ii) Current references from two School Districts, Charter Schools, and/or Similar agencies for which the Offeror provides service for currently.

M.3.2 **Factor B: Innovative Approach (Maximum 15 Points)**

M.3.2.1 The innovative approach to meeting and exceeding the overall goals of the DCPS as outlined in this offer in providing nutritious, fresh, tasty, healthy meals to its students and in assisting the DCPS in increasing participation rates among students for meal periods.

M.3.2.2 The DCPS seeks a contractor who is progressive and innovative in its approach to providing food services for its students. The DCPS desires to feed as many students as possible each day and this is achieved through a partnership with the company that provides food services. The offeror shall provide at a minimum an executive summary that demonstrates an outline of their innovative approach to meeting the nutrition and minimal quality standards in this contract, and which clearly states how they intend to assist the DCPS in increasing participation rates among students.

M.3.3 **Factor C: Menu Preparation (Maximum 15 Points)**

M.3.3.1 The Offeror's proposed menus, supporting documentation for menus, and tasting of the menus. The tasting portion of this Selection Criterion at Section M.3.9 below valued at 5 points.

M.3.3.2 The DCPS seeks a contractor who creates unique menus that meet the criterion as outlined in this RFP. This includes but is not limited to meeting or exceeding IOM Standards, Healthy Schools Act, and Sustainability Measures.

M.3.3.2.1 The offeror shall submit as:

(i) At a minimum (one) 21 day cycle menu. Please use the official USDA submittal form attached.
(ii) An individual menu submittal form for each item on the 21 day cycle menu. See Attachment J.15
(iii) Submit any of your own forms or outlines that demonstrate how your menus demonstrate healthy, appealing, and cooked from scratch meals.
(iv) The offeror shall be required to prepare sample menu offerings. Times and dates shall be indicated at the initial Site Visits. Indicate in writing which menu items you have selected for the DCPS to taste as indicated within the timeline for the submittal process. This must include for the following meal periods:
   a. Two each hot and cold breakfasts.
   b. Two each hot and cold lunches.
   c. Two each hot and cold suppers.
   d. Four each snacks.

M.3.4 **Factor D: Food Service Promotion and Education (Maximum 5 Points)**

M.3.4.1 The Offeror's Promotion and Education of the food service and involvement of the community at-large.

M.3.4.2 The DCPS constantly works to increase participation rates among students for all meal periods through promoting the offerings and educating the students and their families and our community partners about the quality and offerings of the food service. The DCPS also desires the offeror educate the students, families, and community at large about the benefits of healthy food choices and to create a positive public relations environment where the offeror and DCPS can partner with the community to further the goals of the DCPS. At a minimum please provide:

(i) Your promotions and marketing plan to assist the DCPS in increasing participation rates among students. Please include action items, milestones and timelines, and resources utilized.
(ii) Your plan to educate the students and families on-site, and your plan to educate students, families, and the community at large through off-site avenues such as on-line media, websites, blogs, outreach programs, etc.
(iii) Any potential community partnerships you may foresee implementing to increase positive public relations for the DCPS such as local chefs outreach, community sponsors, farm related activities, etc.

M.3.5 **Factor E: Sustainability (Maximum 5 Points)**

M.3.5.1 The Offeror's plan to implement sustainability within their food services to the DCPS and the offeror's existing sustainability measures within their company currently.

M.3.5.2 Sustainability Defined for Purposes of this RFP

M.3.5.2.1 Local
- (i) Grown, Produced, and Sourced within 150 miles from the DCPS offices

M.3.5.2.2 Regional
- (i) Grown, Produced, and Sourced within the Mid-Atlantic region

M.3.5.2.3 Fairly or Cooperatively Traded
- (i) Certified by "Trans Fair USA" and/or other Internationally recognized certification board

M.3.5.2.4 Healthy Foods
- (i) Does not contain added hormones, added antibiotics, Bovine Growth Hormone (rBGH), Genetically Modified Organism(s) (GMO), Contains no Irradiation or Ammonias, No unnatural feeds of any kind, and raised humanely.
- (ii) Do not contain processed sugars, processed white flour, high fructose corn syrup, color additives, artificial flavorings or chemical additives, unnatural flavors or flavoring, or perfumes.

M.3.5.2.5 Environmentally Preferable; Edibles
- (i) Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

M.3.5.2.6 Examples are products that are grown or produced utilizing recognized sustainable farming practices, and organic products.
- (i) Environmentally Preferable; Packaging
- (ii) Packaging and/or food service products that utilize a high percentage of post-consumer recycled or recycled content.
- (iii) Packaging and/or food service products that are readily recyclable, biodegradable and/or readily compostable.

M.3.5.2.7 Landfill Diversion and Eco-Footprint
- (i) The DCPS desires that any person with whom they contract to provide services achieves the highest level of landfill diversion rate through proactively integrating sustainable operations.
- (ii) Less reliance on fossil fuels and pollutants in the production and transport of food services and lessened

use of utilities and water.

M.3.5.2.8 Please provide a detailed analysis of how your proposed food service meets or exceeds each of these definitions as provided by the DCPS and your plan to ensure that the initial standards you are proposing are kept in place throughout the term of the contract.

M.3.5.2.9 Please indicate the offeror's proposed company's existing sustainability measures for overall operations and how long the offeror's company, if applicable, has had a sustainability plan and/or measures in place.

(i) The offeror may submit examples, plans, etc. from prior or current food service operations for which they provide management services.

M.3.6 **Factor F: Portable Meal Delivery (Maximum 10 Points)**

M.3.6.1 The Offeror's plan to provide "portable" meals delivered to the schools with high quality and with the correct temperatures that are maintained throughout service. The DCPS has some kitchens with limited capabilities necessitating meals to be brought in after being produced, prepared, and packaged off-site. Please provide the following:

M.3.6.1.1 Your operations plan which provides in detail the step by step method(s) by which the meals shall be prepared off-site.

M.3.6.1.2 The location of, and kitchen specifications in detail for, the off-site prep and assembly area(s). Please include site plans, equipment available, refrigeration capacity, water sources, and the methods in which high sanitation standards are maintained.

M.3.6.1.3 Please disclose if any other party other than the offeror has access to or use of any facility that will be used to provide services for the DCPS.

M.3.6.1.4 The DCPS reserves the right to inspect any and all facilities where food for the DCPS shall be prepared or produced or stored.

M.3.6.1.5 The delivery vehicles for the portable meals, both with respect to packaging of the meals, and actual transport of the meals. Be as detailed as possible. Provide photos or cut sheets of the packaging as opposed to submitting actual samples.

M.3.6.1.6 Describe in detail the methods and safeguards utilized to ensure all meals are delivered for service and maintained for service at

the proper temperatures.

M.3.7 **Price Criterion (40 Points Maximum)**

M.3.7.1 The price evaluation will be objective. The offeror with the lowest price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Lowest price proposal
---------- x weight = Evaluated price score
Price of proposal being evaluated

M.3.8 **Total Points (100 Points Maximum)**

M.3.8.1 Total points shall be the cumulative total of the offeror's technical criteria points and price criterion points.

M.3.8.2 Pricing should come as close to current Federal free reimbursable rates for meals are as follows:

(i) Breakfast 1.74
(ii) Lunch 2.70
(iii) Snack .74
(iv) Supper 2.70

M.3.8.3 The offeror must submit in writing the price to be charged to the DCPS for each meal the offeror will provide. The cost is to be inclusive of any and all charges to the DCPS.

M.3.9 Cooked Meal Criterion for Presentation

M.3.9.1 The DCPS needs to ensure the offeror understands the parameters of the type and quality of the meals to be delivered pursuant to the contract. DCPS needs to ensure the offeror can deliver meals at the proper temperature by means that the students deem attractive and in a sustainable manner pursuant to the terms outlined in the offer.

M.3.9.2 The offeror shall be required to deliver:

(i) 2 each hot breakfasts
(ii) 2 each cold breakfasts
(iii) 2 each hot lunches
(iv) 2 each cold lunches
(v) 4 each snacks

M.3.9.3 Offeror shall be given notice for specific time and place in which to deliver the sample menu items. Due to the time and resources needed to do this portion of the offer, this schedule shall be determined after the DCPS is certain of the number of responders to the offer and every effort will be made to give the offeror ample time to prepare. The sample items must be entirely prepared on-site in the DCPS school kitchen (to be determined) and the preparation, cooking, and presentation must be identical to what would be served to the students if the offeror were to be awarded the contract. No prior preparing of the ingredients should occur UNLESS it is also the offeror's intention to procure items during the length of the contract in a semi-prepared state such as pre-diced onions, individual chicken parts, shredded carrots, etc. Due to time constraints frozen items may be pre-thawed in a manner off-site that would resemble the manner in which the offeror would otherwise defrost the items under the term of the contract but the offeror should resist using "fresh" ingredients when they would otherwise be using "frozen" ingredients during the length of the contract. The offeror should be aware the DCPS is seeking as much "from scratch" preparation of meals under this new contract. The offeror will be required to present to the DCPS the sample menu and complete ingredients list prior to the tasting and the DCPS will inform the offeror of the quantity of each desired so that all participants will be able to sufficiently taste the items.

M.3.9.4 These sample items shall be consumed and analyzed by a group including the judging panel, students, community members, and other parties the DCPS feels are relevant from which to get feedback. The judging panel shall ultimately score the sample menu tasting. The menu items should be EXACTLY the items, and packaged as such, the offeror is proposing to serve under the contract. Examples of judging criteria are (in no particular order of emphasis), but not limited to:

(i) Portion
(ii) Appearance
(iii) Diversity of flavors and ingredients
(iv) Sustainability of items as outlined by definitions in the offer
(v) Taste
(vi) Packaging
(vii) Delivery Temperatures

M.3.9.5 A group session shall be scheduled to allow each offeror to present, after the tasting of all items. Each offerer shall be given A STRICT FIVE MINUTE verbal presentation limited to the methods of production, sourcing of ingredients, delivery, and why the menu items were selected

for the tasting. A Q&A session will be held after all offerer presentations are given.

M.4 EVALUATION OF OPTION YEARS:

M.4.1 The District shall 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 shall be determined at the time each option is exercised.

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT:

M.5.1 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.5.2 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.