



DISTRICT OF COLUMBIA PUBLIC SCHOOLS
NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

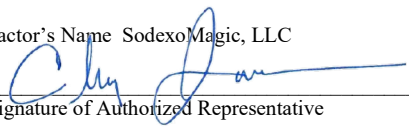
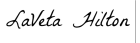
ISSUED BY: Office of Contracts and Acquisitions (OCA)
ADDRESS: 1200 First Street, N.E., 9th Floor
Washington, DC 20002

CONTRACT NO: GAGA-2022-C-0385-C **SOLICITATION NO:** GAGA-2022-R-0385
PROGRAM OFFICE: Office of the Chief Operations Officer,
CAPTION: Food Services Management Company
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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

ACCOUNTING AND APPROPRIATION DATA:

<p>CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)</p> <p>Contractor's Name Sodexo Magic, LLC</p> <p>BY:  Signature of Authorized Representative</p> <p>Print Name: Charles Johnson Title President</p> <p>11/14/2023 Date</p> <p>Mailing Address of the Contractor 9801 Washingtonian Blvd Gaithersburg, MD 20878</p> <p>_____ Telephone No. _____ Facsimile No. _____</p>	<p>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</p> <hr/> <p> Contracting Officer</p> <p><u>LaVeta Hilton</u> Nov 27, 2023 Type or Print Name Date</p> <hr/> <p>The information contained in the box below is for District of Columbia Public Schools uses only, and in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</p> <p>PERIOD OF CONTRACT: January 1, 2024, through June 30, 2024</p> <p>CONTRACT AMOUNT: \$17,540,018.69 (Base Year) - Not to Exceed</p>
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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES, AND PRICE/COST

B.1 INTRODUCTION

B.1.1 The District of Columbia Public Schools (DCPS), Office of Food and Nutrition Services (FNS), in the District of Columbia is seeking a Food Service Management Company (FSMC) to prepare, furnish, and provide meals and services to 109 school sites (divided into ten clusters) participating in the Child Nutrition Programs including but not limited to the National School Lunch Program (NSLP), School Breakfast (SBP), Afterschool Snack (ASSP), Fresh Fruit and Vegetable Program (FFVP), Child and Adult Care Food (CACFP), and the Summer Food Service Program (SFSP) established by the United States Department of Agriculture (USDA). The Code of Federal Regulations and the DC Healthy Schools Act and its subsequent amendments set forth the terms and conditions applicable to the proposed procurement. The successful bidder shall deliver in accordance with the menu requirements for each applicable program. ***The Contractor SodexoMagic is being awarded forty-eight schools and will serve schools (11 schools-cluster three, 10 schools-cluster four, 14 schools-cluster 8, and 13 schools-cluster nine).***

B.1.2 The following cost shall be included in the calculation of the firm fixed unit price per meal:

- a. Purchase food costs, including, but not limited to, the cost of the processed donated foods net of the value of the USDA donated foods, beverages, merchandise, and supplies and sales use and other taxes related to these purchases.
- b. Non-food items that are necessary for the meal to be served and eaten.
- c. FSMC(s) salaries, wages, and taxes for employees assigned to the DCPS school facility.
- d. FSMC(s) salaried benefits, retirement plans, and cost of administering such plans for services for employees working at the DCPS school facility.
- e. FSMC(s) hourly wages and taxes for employees assigned to the DCPS school facility.
- f. FSMC(s) hourly benefits, retirement plans, and the cost of administering such plans for services for employees working at the DCPS school facility.
- g. All insurance is maintained pursuant to the contract.
- h. All cleaning supplies are necessary to maintain the sanitation of kitchen facilities.
- i. Uniforms and aprons.
- j. Kitchen small wares.
- k. Printing expenses, including but not limited to menus and marketing materials.
- l. Office supplies for use by employees working at the DCPS school facility.
- m. Marketing or promotion or proprietary materials, signage and related materials purchased on behalf of FSMC (s) salaries, wages, and taxes for employees assigned to DCPS Food Services.

- n. Staff Training; and
- o. Cooking classes for students and Room Parents.

B.1.3 The Contractor(s) shall be awarded a Requirements Contract based on a fixed unit price with a cost-reimbursable component as allowable by USDA. DCPS shall not pay any fees, costs, or charges not clearly identified in the Contractor's proposal and/or any subsequently executed food service contracts between selected Contractor(s) and DCPS.

B.1.4 Per USDA 7 CFR Part 210, allowable costs for any and all cost-reimbursable elements of the contract will be paid from the DCPS nonprofit school food service account to the Contractor(s) net of all discounts, rebates, and other applicable credits accruing and received by the Contractor(s) or any assignee under the contract, to the extent those credits are able to be located to the allowed portion of the costs billed to the school food authority.

B.1.5 The Contractor(s) shall provide DCPS with the information described in sections G.2 of this solicitation related to any cost-reimbursable portions of the contract such that DCPS will be able to identify allowable and unallowable costs and the amount of any discounts, rebates, and credits on invoices and bills presented for payment. The Contractor(s) determination of allowable costs must comply with applicable USDA regulations and 7 CFR Part 210.

B.2 DCPS contemplates the award of a firm fixed unit price and cost-reimbursable contract.

B.3 Price Schedule

B.3.1 FOOD CATEGORIES PRICING

The Contractor(s) shall provide firm fixed unit pricing for the following categories:

- B.3.1.1 CLIN 1001 Breakfast
- B.3.1.2 CLIN 1002 Lunch
- B.3.1.3 CLIN 1003 Afterschool CACFP Supper
- B.3.1.4 CLIN 1004 Afterschool Snack Program
- B.3.1.5 CLIN 1005 Summer Food Service, Breakfast
- B.3.1.6 CLIN 1006 Summer Food Service, Lunch
- B.3.1.7 CLIN 1007 Adult Meals, Breakfast
- B.3.1.8 CLIN 1008 Adult Meals, Lunch
- B.3.1.9 CLIN 1009 CACFP Breakfast
- B.3.1.10 CLIN 1010 CACFP Snack
- B.3.1.11 CLIN 1011 CACFP Lunch

B.4 REQUIREMENTS FOR THE BASE YEAR (2023-2024) + FOUR OPTION YEARS

CLIN ENDING IN	OY1	OY2	OY3	OY4	COST CATEGORY
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0001	1001	2001	3001	4001	BREAKFAST
0002	1002	2002	3002	4002	LUNCH
0003	1003	2003	3003	4003	AFTERSCHOOL CACFP SUPPER
0004	1004	2004	3004	4004	AFTERSCHOOL SNACK PROGRAM
0005	1005	2005	3005	4005	SUMMER FOOD SERVICE, BREAKFAST
0006	1006	2006	3006	4006	SUMMER FOOD SERVICE, LUNCH
0007	1007	2007	3007	4007	ADULT MEALS, BREAKFAST
0008	1008	2008	3008	4008	ADULT MEALS, LUNCH
0009	1009	2009	3009	4009	CACFP BREAKFAST
0010	1010	2010	3010	4010	CACFP SNACK
0011	1011	2011	3011	4011	CACFP LUNCH

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B.4.1 PRICING FOR CLUSTER THREE

B.4.1.1 CLUSTER THREE

Cluster 3				BASE YEAR 1/1/24-6/30/24			OPTION YR 1			OPTION YR 2		
DESCRIPTION	ESTIMATED QUANTITY BASE YEAR	ESTIMATED QUANTITY FULL YEAR	UNIT	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
	169,803	291,091	Each	0001	\$3.10	\$ 526,389.30	1001	\$3.22	\$ 938,477.38	2001	\$3.35	\$ 976,016.48
	299,900	514,115	Each	0002	\$5.56	\$ 1,667,444.00	1002	\$5.78	\$ 2,972,818.58	2002	\$6.01	\$ 3,091,731.32
Supper	0	0	Each	0003	\$7.19	\$ -	1003	\$7.48	\$ -	2003	\$7.78	\$ -
Snack	68,067	116,686	Each	0004	\$2.47	\$ 168,125.49	1004	\$2.57	\$ 299,743.00	2004	\$2.67	\$ 311,732.72
Summer Food Service, Breakfast	4,047	6,938	Each	0005	\$3.10	\$ 12,545.70	1005	\$3.22	\$ 22,368.11	2005	\$3.35	\$ 23,262.84
Summer Food Service, Lunch	6,271	10,750	Each	0006	\$5.56	\$ 34,866.76	1006	\$5.78	\$ 62,160.80	2006	\$6.01	\$ 64,647.23
Summer Food Service, Breakfast	13	22	Each	0007	\$3.10	\$ 40.30	1007	\$3.22	\$ 70.93	2007	\$3.35	\$ 73.77
Summer Food Service, Lunch	13	22	Each	0008	\$5.56	\$ 72.28	1008	\$5.78	\$ 127.21	2008	\$6.01	\$ 132.30
Summer Food Service, Breakfast	0	0	Each	0009	\$3.10	\$ -	1009	\$3.22	\$ -	2009	\$3.35	\$ -
Summer Food Service, Lunch	0	0	Each	0010	\$2.47	\$ -	1010	\$2.57	\$ -	2010	\$2.67	\$ -
Summer Food Service, Lunch	0	0	Each	0011	\$5.56	\$ -	1011	\$5.78	\$ -	2011	\$6.01	\$ -
to	548,114	939,624		Base Yr Price		\$ 2,409,483.83	OY 1 Price		\$ 4,295,766.01	OY 2 Price		\$ 4,467,596.65

				Option YR 3			OPTION YR 4		
DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	
	291,091	Each	3001	\$3.49	\$ 1,015,057.14	4001	\$3.63	\$ 1,055,659.42	
	514,115	Each	3002	\$6.25	\$ 3,215,400.57	4002	\$6.50	\$ 3,344,016.59	
Supper	0	Each	3003	\$8.09	\$ -	4003	\$8.41	\$ -	
Snack	116,686	Each	3004	\$2.78	\$ 324,202.03	4004	\$2.89	\$ 337,170.11	
Summer Food Service, Breakfast	6,938	Each	3005	\$3.49	\$ 24,193.35	4005	\$3.63	\$ 25,161.08	
Summer Food Service, Lunch	10,750	Each	3006	\$6.25	\$ 67,233.12	4006	\$6.50	\$ 69,922.45	
Summer Food Service, Breakfast	22	Each	3007	\$3.49	\$ 76.72	4007	\$3.63	\$ 79.78	
Summer Food Service, Lunch	22	Each	3008	\$6.25	\$ 137.59	4008	\$6.50	\$ 143.10	
Summer Food Service, Breakfast	0	Each	3009	\$3.49	\$ -	4009	\$3.63	\$ -	
Summer Food Service, Lunch	0	Each	3010	\$2.78	\$ -	4010	\$2.89	\$ -	
Summer Food Service, Lunch	0	Each	3011	\$6.25	\$ -	4011	\$6.50	\$ -	
to	939,624		OY 3 Price		\$ 4,646,300.52	OY 4 Price		\$ 4,832,152.54	

Cluster 3: 11 Schools

1. Bruce-Monroe Elementary School
2. Columbia Heights Education Campus
3. H.D. Cooke Elementary School
4. Marie Reed Elementary School
5. Oyster-Adams Education Campus @ Adams
6. Oyster-Adams Education Campus @ Oyster
7. Ross Elementary School
8. School Without Walls at Francis Stevens
9. School Without Walls High Schools
10. Stevens Early Learning Center
11. Tubman Elementary School

B.4.1.2 PRICING FOR CLUSTER FOUR

B. 4.1.2.1 CLUSTER FOU

Cluster 4				BASE YEAR 1/1/24-6/30/24			OPTION YR 1			OPTION YR 2		
ITEM DESCRIPTION	ESTIMATED QUANTITY BASE YEAR	ESTIMATED QUANTITY FULL YEAR	UNIT	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	245,205	420,352	Each	0001	\$3.10	\$ 760,135.50	1001	\$3.22	\$ 1,355,214.85	2001	\$3.35	\$ 1,409,423.44
Lunch	374,156	641,410	Each	0002	\$4.71	\$ 1,762,274.76	1002	\$4.90	\$ 3,141,882.74	2002	\$5.09	\$ 3,267,558.05
Afterschool Supper	79,003	135,433	Each	0003	\$7.19	\$ 568,031.57	1003	\$7.48	\$ 1,012,713.80	2003	\$7.78	\$ 1,053,222.35
Afterschool Snack	52,596	90,164	Each	0004	\$2.47	\$ 129,912.12	1004	\$2.57	\$ 231,613.28	2004	\$2.67	\$ 240,877.81
Summer Food Service, Breakfast	3,679	6,307	Each	0005	\$3.10	\$ 11,404.90	1005	\$3.22	\$ 20,333.77	2005	\$3.35	\$ 21,147.12
Summer Food Service, Lunch	5,701	9,773	Each	0006	\$4.71	\$ 26,851.71	1006	\$4.90	\$ 47,872.06	2006	\$5.09	\$ 49,786.95
Adult Meals, Breakfast	12	20	Each	0007	\$3.10	\$ 37.20	1007	\$3.22	\$ 64.48	2007	\$3.35	\$ 67.06
Adult Meals, Lunch	12	20	Each	0008	\$4.71	\$ 56.52	1008	\$4.90	\$ 97.97	2008	\$5.09	\$ 101.89
CACFP Breakfast	9	15	Each	0009	\$3.10	\$ 27.90	1009	\$3.22	\$ 48.36	2009	\$3.35	\$ 50.29
CACFP Snack	9	15	Each	0010	\$2.47	\$ 22.23	1010	\$2.57	\$ 38.53	2010	\$2.67	\$ 40.07
CACFP Lunch	9	15	Each	0011	\$4.71	\$ 42.39	1011	\$4.90	\$ 73.48	2011	\$5.09	\$ 76.42
Total (Not to Exceed)	760,391	1,303,524		Base Yr Price			OY 1 Price			OY 2 Price		
						\$ 3,258,796.80			\$ 5,809,953.32			\$ 6,042,351.46

				Option YR 3			OPTION YR 4		
ITEM DESCRIPTION		ESTIMATED QUANTITY	UNIT	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast		420,352	Each	3001	\$3.49	\$ 1,465,800.38	4001	\$3.63	\$ 1,524,432.39
Lunch		641,410	Each	3002	\$5.30	\$ 3,398,260.38	4002	\$5.51	\$ 3,534,190.79
Afterschool Supper		135,433	Each	3003	\$8.09	\$ 1,095,351.25	4003	\$8.41	\$ 1,139,165.30
Afterschool Snack		90,164	Each	3004	\$2.78	\$ 250,512.93	4004	\$2.89	\$ 260,533.44
Summer Food Service, Breakfast		6,307	Each	3005	\$3.49	\$ 21,993.00	4005	\$3.63	\$ 22,872.72
Summer Food Service, Lunch		9,773	Each	3006	\$5.30	\$ 51,778.42	4006	\$5.51	\$ 53,849.56
Adult Meals, Breakfast		20	Each	3007	\$3.49	\$ 69.74	4007	\$3.63	\$ 72.53
Adult Meals, Lunch		20	Each	3008	\$5.30	\$ 105.96	4008	\$5.51	\$ 110.20
CACFP Breakfast		15	Each	3009	\$3.49	\$ 52.31	4009	\$3.63	\$ 54.40
CACFP Snack		15	Each	3010	\$2.78	\$ 41.68	4010	\$2.89	\$ 43.34
CACFP Lunch		15	Each	3011	\$5.30	\$ 79.47	4011	\$5.51	\$ 82.65
Total (Not to Exceed)		1,303,524		OY 3 Price			OY 4 Price		
						\$ 6,284,045.51			\$ 6,535,407.33

Cluster 4: 10 Schools

1. Bancroft Elementary School
2. Barnard Elementary School
3. Dorothy I. Height Elementary School
4. John Lewis Elementary School
5. MacFarland Middle School
6. Powell Elementary School
7. Raymond Elementary School
8. Roosevelt High School
9. Roosevelt STAY
10. Truesdell Elementary School

B.4.1.3 PRICING FOR CLUSTER EIGHT:

B.4.1.3.1 CLUSTER EIGHT

Cluster 8				BASE YEAR 1/1/24-6/30/24			OPTION YR 1			OPTION YR 2		
ITEM DESCRIPTION	ESTIMATED QUANTITY BASE YEAR	ESTIMATED QUANTITY FULL YEAR	UNIT	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	217,950	373,628	Each	0001	\$3.10	\$ 675,645.00	1001	\$3.22	\$ 1,204,576.67	2001	\$3.35	\$ 1,252,759.74
Lunch	374,841	642,584	Each	0002	\$5.19	\$ 1,945,424.79	1002	\$5.40	\$ 3,468,411.40	2002	\$5.61	\$ 3,607,147.85
Afterschool Supper	36,271	62,178	Each	0003	\$7.19	\$ 260,788.49	1003	\$7.48	\$ 464,942.21	2003	\$7.78	\$ 483,539.90
Afterschool Snack	25,256	43,296	Each	0004	\$2.47	\$ 62,382.32	1004	\$2.57	\$ 111,218.76	2004	\$2.67	\$ 115,667.52
Summer Food Service, Breakfast	5,151	8,830	Each	0005	\$3.10	\$ 15,968.10	1005	\$3.22	\$ 28,467.92	2005	\$3.35	\$ 29,606.64
Summer Food Service, Lunch	7,982	13,684	Each	0006	\$5.19	\$ 41,426.58	1006	\$5.40	\$ 73,860.76	2006	\$5.61	\$ 76,815.19
Adult Meals, Breakfast	16	28	Each	0007	\$3.10	\$ 49.60	1007	\$3.22	\$ 90.27	2007	\$3.35	\$ 93.88
Adult Meals, Lunch	16	28	Each	0008	\$5.19	\$ 83.04	1008	\$5.40	\$ 151.13	2008	\$5.61	\$ 157.18
CACFP Breakfast	9	15	Each	0009	\$3.10	\$ 27.90	1009	\$3.22	\$ 48.36	2009	\$3.35	\$ 50.29
CACFP Snack	9	15	Each	0010	\$2.47	\$ 22.23	1010	\$2.57	\$ 38.53	2010	\$2.67	\$ 40.07
CACFP Lunch	9	15	Each	0011	\$5.19	\$ 46.71	1011	\$5.40	\$ 80.96	2011	\$5.61	\$ 84.20
Total (Not to Exceed)	667,510	1,144,301		Base Yr Price		\$ 3,001,864.76	OY 1 Price		\$ 5,351,886.99	OY 2 Price		\$ 5,565,962.47

				Option YR 3			OPTION YR 4		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	
Breakfast	373,628	Each	3001	\$3.49	\$ 1,302,870.13	4001	\$3.63	\$ 1,354,984.93	
Lunch	642,584	Each	3002	\$5.84	\$ 3,751,433.77	4002	\$6.07	\$ 3,901,491.12	
Afterschool Supper	62,178	Each	3003	\$8.09	\$ 502,881.50	4003	\$8.41	\$ 522,996.76	
Afterschool Snack	43,296	Each	3004	\$2.78	\$ 120,294.22	4004	\$2.89	\$ 125,105.98	
Summer Food Service, Breakfast	8,830	Each	3005	\$3.49	\$ 30,790.90	4005	\$3.63	\$ 32,022.54	
Summer Food Service, Lunch	13,684	Each	3006	\$5.84	\$ 79,887.80	4006	\$6.07	\$ 83,083.31	
Adult Meals, Breakfast	28	Each	3007	\$3.49	\$ 97.64	4007	\$3.63	\$ 101.54	
Adult Meals, Lunch	28	Each	3008	\$5.84	\$ 163.47	4008	\$6.07	\$ 170.00	
CACFP Breakfast	15	Each	3009	\$3.49	\$ 52.31	4009	\$3.63	\$ 54.40	
CACFP Snack	15	Each	3010	\$2.78	\$ 41.68	4010	\$2.89	\$ 43.34	
CACFP Lunch	15	Each	3011	\$5.84	\$ 87.57	4011	\$6.07	\$ 91.07	
Total (Not to Exceed)	1,144,301		OY 3 Price		\$ 5,788,600.97	OY 4 Price		\$ 6,020,145.00	

Cluster 8: 14 Schools

1. Brightwood Elementary School
2. Coolidge High School
3. Deal Middle School
4. Hearst Elementary School
5. Ida B. Wells Middle School
6. Jackson Reed High School
7. Janney Elementary School
8. Lafayette Elementary School
9. LaSalle-Backus Elementary School
10. Military Road Early Learning Center
11. Murch Elementary School
12. Shepherd Elementary School
13. Takoma Elementary School
14. Whittier Elementary School

B.4.1.4 PRICING FOR CLUSTER NINE:

B.4.1.4.1 CLUSTER NINE

Cluster 9				BASE YEAR 1/1/24-6/30/24			OPTION YR 1			OPTION YR 2		
ITEM DESCRIPTION	ESTIMATED QUANTITY BASE YEAR	ESTIMATED QUANTITY FULL YEAR	UNIT	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	152,235	260,974	Each	0001	\$3.10	\$ 471,928.50	1001	\$3.22	\$ 841,380.18	2001	\$3.35	\$ 875,035.38
Lunch	290,975	498,814	Each	0002	\$5.71	\$ 1,661,467.25	1002	\$5.94	\$ 2,962,157.06	2002	\$6.18	\$ 3,080,643.34
Afterschool Supper	51,402	88,118	Each	0003	\$7.19	\$ 369,580.38	1003	\$7.48	\$ 658,911.16	2003	\$7.78	\$ 685,267.60
Afterschool Snack	24,934	42,744	Each	0004	\$2.47	\$ 61,586.98	1004	\$2.57	\$ 109,800.79	2004	\$2.67	\$ 114,192.82
Summer Food Service, Breakfast	4,781	8,196	Each	0005	\$3.10	\$ 14,821.10	1005	\$3.22	\$ 26,423.90	2005	\$3.35	\$ 27,480.86
Summer Food Service, Lunch	7,414	12,710	Each	0006	\$5.71	\$ 42,333.94	1006	\$5.94	\$ 75,477.06	2006	\$6.18	\$ 78,496.15
Adult Meals, Breakfast	15	26	Each	0007	\$3.10	\$ 46.50	1007	\$3.22	\$ 83.82	2007	\$3.35	\$ 87.18
Adult Meals, Lunch	15	26	Each	0008	\$5.71	\$ 85.65	1008	\$5.94	\$ 154.40	2008	\$6.18	\$ 160.57
CACFP Breakfast	9	15	Each	0009	\$3.10	\$ 27.90	1009	\$3.22	\$ 48.36	2009	\$3.35	\$ 50.29
CACFP Snack	9	15	Each	0010	\$2.47	\$ 22.23	1010	\$2.57	\$ 38.53	2010	\$2.67	\$ 40.07
CACFP Lunch	9	15	Each	0011	\$5.71	\$ 51.39	1011	\$5.94	\$ 89.08	2011	\$6.18	\$ 92.64
Total (Not to Exceed)	531,798	911,653		Base Yr Price		\$ 2,621,951.82	OY 1 Price		\$ 4,674,564.34	OY 2 Price		\$ 4,861,546.91

				Option YR 3			OPTION YR 4		
ITEM DESCRIPTION		ESTIMATED QUANTITY	UNIT	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast		260,974	Each	3001	\$3.49	\$ 910,036.80	4001	\$3.63	\$ 946,438.27
Lunch		498,814	Each	3002	\$6.42	\$ 3,203,869.07	4002	\$6.68	\$ 3,332,023.84
Afterschool Supper		88,118	Each	3003	\$8.09	\$ 712,678.31	4003	\$8.41	\$ 741,185.44
Afterschool Snack		42,744	Each	3004	\$2.78	\$ 118,760.53	4004	\$2.89	\$ 123,510.95
Summer Food Service, Breakfast		8,196	Each	3005	\$3.49	\$ 28,580.09	4005	\$3.63	\$ 29,723.30
Summer Food Service, Lunch		12,710	Each	3006	\$6.42	\$ 81,635.99	4006	\$6.68	\$ 84,901.43
Adult Meals, Breakfast		26	Each	3007	\$3.49	\$ 90.66	4007	\$3.63	\$ 94.29
Adult Meals, Lunch		26	Each	3008	\$6.42	\$ 167.00	4008	\$6.68	\$ 173.68
CACFP Breakfast		15	Each	3009	\$3.49	\$ 52.31	4009	\$3.63	\$ 54.40
CACFP Snack		15	Each	3010	\$2.78	\$ 41.68	4010	\$2.89	\$ 43.34
CACFP Lunch		15	Each	3011	\$6.42	\$ 96.34	4011	\$6.68	\$ 100.20
Total (Not to Exceed)		911,653		OY 3 Price		\$ 5,056,008.79	OY 4 Price		\$ 5,258,249.14

Cluster 9: 13 Schools

1. Banneker High School
2. Cardozo Education Campus
3. Cleveland Elementary School
4. Duke Ellington School of the Arts
5. Eaton Elementary School
6. Garrison Elementary School
7. Hardy Middle School
8. Hyde-Addison Elementary School
9. Key Elementary School
10. Mann Elementary School
11. Seaton Elementary School
12. Stoddert Elementary School
13. Thomson Elementary School

BASE YEAR TRANSITION COST FOR CLUSTERS 1, 2, 5, 6, and 7

Cluster 1			Base Year		
Item Description	Estimated Qty	Unit	Clin	Fixed Unit Price	Est Total
Transition Period	90	days	0012		\$1,620,343.20
Cluster 2			Base Year		
Item Description	Estimated Qty	Unit	Clin	Fixed Unit Price	Est Total
Transition Period	90	days	0012		\$1,617,133.37
Cluster 5			Base Year		
Item Description	Estimated Qty	Unit	Clin	Fixed Unit Price	Est Total
Transition Period	90	days	0012		\$478,197.85
Cluster 6			Base Year		
Item Description	Estimated Qty	Unit	Clin	Fixed Unit Price	Est Total
Transition Period	90	days	0012		\$1,136,603.22
Cluster 7			Base Year		
Item Description	Estimated Qty	Unit	Clin	Fixed Unit Price	Est Total
Transition Period	90	days	0012		\$1,395,643.84

B.4.1.4.2 Pricing Summary

Period of Performance	Amount
Base Year- January 1, 2024 - June 30, 2024	\$17,540,018.69
Option Year One – July 1, 2024 – June 30, 2025	\$20,132,170.66
Option Year Two – July 1, 2025 – June 30, 2026	\$20,937,457.49
Option Year Three – July 1, 2026 – June 30, 2027	\$21,774,955.79
Option Year Four- July 1, 2027 – June 30, 2028	\$22,645,954.01
Total Pricing Summary	\$103,030,556.64

B.5 REQUIREMENTS CONTRACT

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.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. 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) 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.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided that the Contractor shall not be required to make any deliveries under this contract after June 30, 2028.

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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DCPS is seeking a Food Service Management Company (FSMC) to implement and manage DCPS Food Service Program in up to 109 schools. School operations are not limited to weekdays and may include evenings and weekends. The FSMC shall prepare, serve, transport (if applicable) and account for meals on all DCPS operating days and in extenuating circumstances, such as during storms or other acts of God where assistance to school children, families, and the community is required. Such services include management of the School Breakfast Program (SBP) (including, but not limited to, “breakfast in the classroom” and other alternative program configurations), the National School Lunch Program (NSLP), the Summer Food Service Program (SFSP), Seamless Summer Operation (SSO), the After School Snack Program (ASSP), the At-Risk Child and Adult Care Food Programs (CACFP), the Fresh Fruit and Vegetable Program (FFVP) as established by the United States Department of Agriculture, a la carte meals and items, adult meals, and any other food service program organized within the breadth of Food and Nutrition services specified the contract, as applicable. The number of school sites under contract and/or locations of schools is subject to change over the contract term for a variety of reasons, including, but not limited to, modernization, consolidation, new school sites, DCPS special initiatives, Contractor(s) performance, and/or closure of school buildings. The code of federal regulations and the D.C. Healthy Schools Act and its subsequent amendments set forth the terms and conditions applicable to the proposed procurement. All meals furnished by the FSMC must also be in compliance with the Healthy Schools Act and its subsequent amendments.

C.1.1 Values Statement

DCPS supports student health and achievement by ensuring that all DCPS students receive nutritious meals that support academic success. We believe in providing appetizing school meals made from fresh, locally produced ingredients, and we strive to engage the entire DC community in implementing programs that encourage healthy decision-making and promote sustainable practices.

- A. DCPS values fall within the following four focus areas:
1. Student Health and Achievement. FNS promotes academic and social achievement in and out of the classroom by prioritizing food quality, student satisfaction, nutrition, and wellness while providing meaningful student engagement opportunities.
 2. Community. FNS seeks to address the greatest needs of the communities we serve by prioritizing families, partnering with internal and external stakeholders, and providing transparency and clarity through our communication channels.
 3. Equity. All students should have access to nutritious, high-quality, and culturally appropriate meals with comprehensive resources allocated to provide programming that meets the needs of our school communities.

4. Continuous and Strategic Improvement. In order to cultivate a successful and creative environment for our students, communities, and partners, FNS will continue to leverage:
 - a. Data and analytics to make informed decisions;
 - b. Innovative technology to better support overall operations; and.
 - c. Strong business practices to make ethical and financially sound decisions.

C.1.2 Main Objectives:

- A. The DCPS food service program should be operated and maintained as a benefit to DCPS students and the community.
- B. The DCPS food service program shall operate in a manner that is fiscally responsible and no greater than the rate of reimbursement per meal provided by the USDA, a standard practice for school nutrition programs and an essential component of DCPS' programmatic success. A financial plan detailing this strategy is required as a component of this procurement.

C.1.3 Program Compliance:

- A. The FSMC shall adhere to all DCPS, local, and federal compliance requirements, including student eligibility, meal counting and claiming, nutrition and allergen requirements, and medical substitutions; and
- B. The FSMC shall maintain all food service program required and DCPS-specified records for each state and federally mandated audit reporting period and assist with food service program audits as necessary.
- C. FSMC shall provide DCPS with all nutritional documentation or data necessary to maintain program compliance in the timeframe specified by DCPS.
- D. DCPS reserves the right to audit FSMC facilities and operations to ensure nutritional, food quality, or procurement compliance.

C.1.4 Fiscal Management & Reporting:

- A. The FSMC shall manage and accurately report, daily, all revenue-generating activities through the approved, DCPS-owned Point-of-Sale (POS) system in coordination with the Office of the Chief Financial Officer (OCFO), including, but not limited to, cash sales and federal reimbursements.
- B. The FSMC shall manage and accurately report all revenues, credits, fees, and expense items in a manner and format agreed to by DCPS; and
- C. The FSMC shall manage and accurately report the food service program income position as required by DCPS.

C.1.5 Operations & Performance:

- A. The FSMC shall increase the Food & Nutrition Program satisfaction versus each prior school year by improving the quality of meals and service through enhancements in execution and innovation and by mitigating barriers to meal participation across all schools. The FSMC shall provide and be accountable to an annual plan to improve with satisfaction of food and service, and report on the status of meeting the objectives of its plan as a component of its regularly scheduled reporting. The annual satisfaction plan is due to procurement upon award and 60 days prior to the start of each regular school year electronically and in hard copy in accordance with the table contained in section F.3 and shall be subject to approval by DCPS. Failure to improve where satisfaction rates are below 85% is subject to the reassignment of individual schools as stipulated in section I.20. An executive summary of the approach to be implemented is due as a component of this procurement. The annual satisfaction plan initiatives must contain deliverables that are specific, measurable, achievable, realistic, and time-bound (S.M.A.R.T.) in nature.
- B. The FSMC shall assist DCPS in measuring satisfaction among DCPS students via surveys to be administered twice annually. These surveys and surveying processes shall be subject to approval by DCPS.
- C. The FSMC shall participate in waste studies annually to further determine consumption rates and relationships to satisfaction. Frequency and method of evaluation shall be determined by DCPS each year, with feedback provided by the FSMC considered prior to implementation.
- D. The FSMC shall have experience operating in a large, urban school-district setting (duration of at least 10 years). The FSMC shall be able to demonstrate experience operating similar Food Services Programs and perform the same or similar functions.
- E. The FSMC shall manage and conduct all procurement relating to the Food Service Program in accordance with all applicable Federal and District procurement laws, subject to any requirements set forth herein.
- F. The FSMC shall work with DCPS to manage the USDA Foods program in coordination with OSSE.
- G. The FSMC shall work with DCPS to manage all other federal or state food programs, including the Fresh Fruit and Vegetable Program (FFVP), in coordination with OSSE; and

District Standard(s)	FNS Daily Accountability Policy & Procedures; FNS Site Review Process; DCPS Standard Operating Procedures
Local Standard(s)	All state and local regulations, policies, and procedures, including but not limited to the Healthy Schools Act, the Sustainable DC Omnibus Amendment Act of 2014, and both of their subsequent amendments and all State Agency memoranda and requirements. The District of Columbia Municipal Regulations (DCMR Title 27).

Federal Standard(s)	The FSMC must conduct all program operations in accordance with federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 2 CFR 200.318-.326, 2 CFR Appendix II to Part 200, Part 180 and FNS instructions, policies, and memoranda, as applicable.
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- H. FSMC shall abide by the DCPS-specific standards where the standards exceed the federal requirements and the HSA and shall abide by the HSA where the standards exceed the federal requirements.
- I. FSMC shall abide by all applicable policies, procedures, and directives of DCPS which shall be provided to FSMC by DCPS.
- J. FSMC communication with School Administrators, teachers, and other school personnel shall be professional. FNS designated point of contact shall be copied on all communication sent by the FSMC to the school principal.
- K. The FSMC shall provide detailed analysis relating to fiscal management, program compliance, operations, and performance as specified by DCPS each month.
- L. At the termination of the contract, all program records maintained by the FSMC shall be released and returned to DCPS.

C.1.6 Additional Scope:

- A. FSMC agrees to furnish meals and milk to locations set out in Schedule A, attached hereto; and made a part hereof, subject to the terms and conditions of this solicitation.
- B. FSMC agrees to prepare meals. The SFA reserves the right to determine the type of meal served at each site, to each grade, and for each meal service. If more than one type of meal service is requested, site, meal, and grade-specific are included here: traditional, grab-and-go meals in the classroom, field trips, and special events.
- C. FSMC agrees to provide delivered and/or prepared on-site meals. The SFA reserves the right to determine the type of meal preparation at each site, to each grade, and for each meal service. If more than one type of meal preparation is requested, site, meal, and grade-specific details are included here: unitized meals may be requested periodically for swing space sites or emergency meal distribution.
- D. All meals furnished must meet or exceed USDA requirements set out in attachments, attached hereto, and made a part hereof. <http://www.fns.usda.gov/cnd>
- E. All meals furnished must meet or exceed the requirements of the Healthy Schools Act and its subsequent amendments, which can be found at <https://code.dccouncil.us/dc/council/code/titles/38/chapters/8A/>. The Healthy Schools Act (HSA) Requirements are available in Attachment D.

- F. FSMC shall furnish meals as ordered by the SFA during the period of January 1, 2024, to June 30, 2024. Meals shall be served according to Schedule B.

C.1. Good Food Purchasing Program

- a. DCPS works to provide the highest quality meals to its students and views school meals as an essential component to student health, well-being, and future success. DCPS is participating in the Good Food Purchasing Program, a metric-based, flexible framework that encourages large SFAs to direct their purchasing power towards five core values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. To help DCPS make progress toward this goal, FSMC shall be asked to source products adhering to these values.

C.1.8.A USDA Foods

- a. The FSMC must credit the SFA for the value of all donated foods received for use in the SFAs meal service in the school year (including both USDA Foods and bonus foods) and including the value of donated foods contained in processed end products in accordance with §250.51(a).
- b. The method of determining the donated food values to be used in crediting, the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited, is shown in Sections B.1.11, C.1.8.A, and G.1.
- c. The method of determining the donated food values to be used in crediting is in accordance with §250.51(c) or based on actual donated food values.
- d. Activities relating to donated foods that the FSMC will be responsible for, in accordance with §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250, are listed here:
- i. The FSMC will use all donated beef and pork products, and all processed end products, in the SFA's food service.
 - ii. The FSMC will use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods in the SFA's food service.
 - iii. The FSMC will prepare and serve meals in accordance with 7 CFR part 250.50 (d)(1).
 - iv. The FSMC will order or select donated foods in coordination with the recipient agency and in accordance with 7 CFR part 250.58(a).
 - v. The payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in 250 part C.
 - vi. The procurement of processed end products on behalf of the SFA or acting of intermediary in passing the donated food value in processed end products on to the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
 - vii. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250.

- viii. The FSMC will comply with the storage and inventory requirements for donated foods in 250.14.
- ix. The distributing agency, the SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- x. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b); and
- xi. The extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
- e. Per 7 CFR210.16(a)(6), all federally donated foods received by the SFA and made available to the FSMC must accrue only to the benefit of the SFA's nonprofit food service and shall be fully utilized therein.
- f. SFAs that have participated in Child Nutrition Programs for one year and are in good standing can use USDA Foods.
- g. In the event a FSMC has not fully utilized the USDA Foods PAL by the end of the school year, the FSMC must credit SFA for the value of unused USDA food by the end of the school year in which the USDA Foods were received. If the contract is not renewed, the FSMC will, at the State Agency's discretion, pay the value of the remaining donated foods or return the unopened cases for the benefit of the school. However, the FSMC cannot pay the SFA for any unused beef, pork, or processed end products, but instead must return these to the SFA.

C.1.8.B USDA Foods for FSMC who prepare meals in a central facility and deliver them to service sites:

- a. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both planned assistance level and bonus foods) and including the value of donated foods contained in processed end products in accordance with 250.36.
- b. The method of determining the donated food values to be used in crediting, the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited, is shown in Section B.1.11, C.1.8.A, and G.1.
- c. The procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing agency processing agreements and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value. Activities relating to donated foods that the FSMC will be responsible for in accordance with the applicable requirements in 7 CFR part 250; are listed here:
 - i. The FSMC will use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods in the SFA's food service.
 - ii. The FSMC will use all donated ground beef and ground pork products and all processed end products in the SFA's food service.
 - iii. The FSMC must compensate the distributing agency or the SFA, as appropriate, for the loss of donated foods or for the loss of commercially purchased foods substituted for donated foods in accordance with 250.33.3.c.

- iv. The FSMC will comply with the storage, food safety, quality control, and inventory management requirements for donated foods per 250.35.
 - v. The distributing agency, the SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
 - vi. The FSMC will maintain records to document its compliance with requirements relating to donated foods in accordance with 250.37.
 - vii. The extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
 - viii. The FSMC will not comingle backhauled foods or use the backhauled food as substitutes. The FSMC may only use backhauled foods in end products that are delivered to the SFA from which they were received, in accordance with 7 CFR 250.38(b)(5), (c)(11).
 - ix. The FSMC will obtain independent CPA audits and correct any deficiencies identified in the audits in accordance with 7 CFR 250.38(c)(18).
 - x. The FSMC will enter into adequate data sharing, reporting, and crediting agreements with any and all distributors delivering processed end products to the SFA.
 - xi. FSMC agrees to provide a performance bond or letter of credit to the SFA as part of this bid that protects the value of donated foods to be received for processing in accordance with 7 CFR 250.32(a); 250.38(c)(5).
 - xii. End product data schedules [two options] [Option 1 for contracts with in-state processors: The FSMC agrees to submit an end product data schedule in accordance with 7 CFR 250.33 and before processing donated foods into end products. A new submission is required for each new end product or when altering the ingredients or other pertinent information in an existing end product. The FSMC will submit the data schedule to [OSSE/distributing agency] and, if containing donated red meat or poultry, to the USDA. The data schedule should include a description of the end product; the types and quantities of donated foods included the types and quantities of other ingredients included the quantify of end product produced; and the processing yield of donated food. Option 2 for contracts with multi-state processors: The FSMC agrees to submit an end product data schedule to the USDA in accordance with 7 CFR 250.33 and before processing donated foods into end products. A new submission is required for each new end product or when altering the ingredients or other pertinent information in an existing end product. The data schedule should include a description of the end product; the types and quantities of donated foods included the types and quantities of other ingredients included the quantify of end product produced; and the processing yield of donated food.]
- d. Per 7 CFR210.16(a)(6), all federally donated foods received by the SFA and made available to the FSMC must accrue only to the benefit of the SFA's nonprofit food service and shall be fully utilized therein.
 - e. SFAs that have participated in the Child Nutrition Programs for one year and are in good standing can use USDA Foods.
 - f. In the event a FSMC has not fully utilized the USDA Foods PAL by the end of the school year, the FSMC must credit the SFA for the value of unused USDA food by the end of

the school year in which the USDA Foods were received. If the contract is not renewed, the FSMC will, at the State Agency's discretion, pay the value of the remaining donated foods or return the unopened cases for the benefit of the school. However, the FSMC cannot pay the SFA for any unused beef, pork, or processed end products, but instead must return these to the SFA.

- C.1.9 The FSMC agrees to assume the responsibility of adhering to the Buy American provision on behalf of the SFA. The SFA participates in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). "Substantially" means over 51% from American products. The FSMC must be able to provide product label information that clearly shows country of origin for all food and beverage products in the meal program. For products which do not have country of origin labels, the FSMC must provide certification of domestic origin. In the event that the FSMC cannot obtain a domestic product due to availability and/or a significantly higher cost and cannot find an appropriate substitute, the FSMC may request an exception from the SFA. Exceptions may be requested at any point during the school year, are approved at the discretion of the SFA, must be submitted prior to the purchase of the non-domestic food, and limited exceptions will be allowed. To request an exception, the FSMC must submit in writing to the SFA.

Alternative substitute(s) that are domestic and meet the required specifications:

- a. Price of the domestic food alternative substitute(s); and
- b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - ii. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.
 - iii. The time period for which the FSMC is requesting to purchase this item from a non-domestic source.

- C.1.10 The FSMC shall keep SFA informed of new products, new brands or labels, or promotions that would be advantageous to the operations of the SFA's program, inclusive of point-of-sale materials and give-away promotions.

- C.1.11 FSMC shall abide by DCPS-specific product and brand specifications standards for all procured items as directed. Alternative products may be considered; however, DCPS reserves the right to specify products and brands to best serve its needs.

- C.1.12. The FSMC agrees to make available to the SFA a knowledgeable K-12 representative who is well versed in all aspects of the associated Federal and State regulations and in the process of accounting for and reporting USDA Foods usage on a timely and accurate basis.

- C.1.13. The FSMC agrees to make available a knowledgeable school nutrition representative who can obtain licensure status as a dietitian or nutritionist in the District of Columbia for the purposes of menu planning, diet accommodations, and education needs.
- C.1.14. The FSMC must make reasonable modifications to accommodate children with disabilities. This includes providing special meals, at no extra charge, to students with disabilities when the disability restricts the child's diet. Substitutions must be made to meals for children with a disability that restricts the child's diet on a case-by-case basis and only when supported by a written statement from a State licensed healthcare professional who is authorized to write medical prescriptions under State law. The SFA will provide FSMC with all documentation for approved meal modifications.
- C.1.15. The FSMC shall submit two (2) color, date-stamped photos each of three (3) reimbursable breakfasts, three (3) reimbursable lunches, three (3) reimbursable snacks, and (3) three reimbursable suppers. The FSMC shall also include two (2) color, date-stamped meal as it would appear on the tray line according to the food specifications per the sample menu to the SFA Failure to submit photos shall be cause for rejection of the offer.
- C.1.16. Samples shall be evaluated to determine compliance with all characteristics listed in the Request for Proposal. Failure of photos to conform to all characteristics listed in the food specifications may be cause for rejection of the offer. Products provided under any resulting contract shall strictly comply with the approved samples and according to the specifications.
- C.1.17. FSMC shall provide to the Contract Administrator (CA) or authorized designee the estimated nutritional content, ingredients, and food origin information for a one-month menu cycle (21 days), 60 days in advance of meal service via an electronic file. DCPS may request changes before approving.
- C.1.18. The FSMC can offer a la carte food service program if free, reduced, and paid reimbursable meals are available for all eligible students upon approval from the SFA.
- C.1.19. Per 7CFR 210.16(a)(2), the food service operation must always remain in conformance with the DCPS's agreement under the Program. The FSMC's operations must remain in conformance with this agreement.
- C.1.20. Per 7 CFR 210.16(a)(3), DCPS will monitor the food service operation through periodic on-site visits.
- C.1.21. Per 7 CFR 210.21(e), at no time and in no place on school premises or at any school-sponsored event, may the SFA or the FSMC directly or indirectly restrict the sale or marketing of fluid milk.
- C.1.22. DCPS retains control of the non-profit School Food Service account and overall financial responsibility for the non-profit food service account and establish all prices, as well as maintaining responsibility for the implementation of the free and reduced-price policy.

- C.1.23. DCPS retains the signature authority of the State Agency and SFA agreement, free and reduced price policy statement and claims for reimbursement.
- C.1.24. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement, and at a minimum, report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA upon request and shall be retained for three years after the current school year, in accordance with 7 CFR210.23(c).
- C.1.25. Free and Reduced-Price Meal Process – the SFA determines eligibility for free and reduced-price meals and free milk in accordance with 7 CFR 245 and 7 CFR 210.16(a)(5). Such responsibilities include conducting any hearings related to such determinations and verification of applications for free and reduced-price meals.
- C.1.26. Professional Standards – Employees of the SFA and of the FSMC must comply with the requirements contained within the Professional Standards regulations. The FSMC is responsible for ensuring that all FSMC staff are meeting all Professional Standards and regulations.
- C.1.27. Adult Meals – Adult meal charges will be established by the SFA in accordance with USDA Food and Nutrition Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs.

C.2 APPLICABLE DOCUMENTS

The FSMC must conduct all program operations in accordance with federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 2 CFR 200.318-.326, 2 CFR Appendix II to Part 200, Part 180 and FNS instructions, policies and memoranda, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the Healthy Schools Act, the Sustainable DC Omnibus Amendment Act of 2014 and both of their subsequent amendments and all State Agency memoranda and requirements. It is the duty of the FSMC to apprise themselves of all Program requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

The following documents are applicable to this procurement and are hereby incorporated by this reference. The Contractor shall provide services in accordance with the applicable laws and regulations listed below and any revisions or updates issued during the contract's period of performance.

APPLICABLE DOCUMENTS 2022				
Item No.	Document Type	Title	Date	Location
1	Internal Policy	FNS Daily Accountability Policy & Procedures	2021	DCPS FSMC RFP Documents Folder

2	DCPS Reference	Vendor Fingerprinting Policy	Prior to 2020
3	DCPS Reference	Vendor COVID Fingerprinting Process (Current)	2020
4	Internal Policy	Field Specialist Guide to Operational Site Review	2021
5	Internal Policy	FNS/Contract or Site Review Protocol	2021
6	Internal Policy	Operations Site Review	2017
7	Internal Policy	Guide to Daily Operations for Family Style Meals	9/18/15
8	Internal Policy	New Item/Taste Test Review	2021
9	Internal Policy	Dietary Accommodations	2022
10	DCPS Reference	FNS School Site Profiles	2022
11	Regulation	DC Healthy Schools Act, as Amended	2011
12	Regulation	DC Healthy Schools Amended Act, 2018	2018
13	USDA Regulation	USDA Sodium Limits and Timeline	2022
14A	USDA Regulation	USDA NSLP Meal Pattern	2022
14B	USDA Regulation	USDA SBP Meal Pattern	2022
15	USDA Regulation	Buy American Provision in the NSLP	2017

16A	USDA Guidance	Provision 2 Guidance	8/13/02	
16B	USDA Guidance	Community Eligibility Provision	2016	
17	USDA Guidance	FFVP Handbook	2010	
18A	USDA Guidance	Updated OVS Policy Memo	2015	
18B	USDA Guidance	Offer versus Serve	2015	
19	USDA Guidance	After School Snack Program Fact Sheet	2013	
20	USDA Guidance	At-Risk Afterschool Handbook	2015	
21A	USDA Guidance	Summer Food Service Program Site Supervisor's Guide	2016	
21B	USDA Guidance	SFSP Nutrition Guide	2018	
22	USDA Guidance	Accommodating Children with Special Dietary Needs in the School Nutrition Programs	2017	
23	USDA Guidance	Guide to Smart Snacks in Schools	2022	
24	USDA Guidance	Guide to Professional Standards for School Nutrition Programs	2020	
25	DCPS Reference	DC Invoice Template	2022	
26	DCPS Reference	School Proposal Pricing	2022	

27	Teamsters Local 639	Collective Bargaining Agreement	2019-2022	
28	Good Food Purchasing Program	GFPP Overview	2019	
29	Good Food Purchasing Program	DCPS GFPP Baseline Assessment	2017	
30	Office of the State Superintendent of Education	DCPS Planned Assistance Level	2022	
31	DCPS Reference	Local Wellness Policy	2017	
32	Internal	FNS Staffing Matrix	2022	
33	USDA Guidance	Healthy Hunger-Free Kids Act of 2010	1/26/12	http://www.fns.usda.gov/school-meals/healthy-hunger-free-kids-act
34	USDA Guidance	Food Buying Guide for Child Nutrition Programs	2020-2022	https://foodbuyingguide.fns.usda.gov/Appendix/DownloadFBG
35	Internal Reference	Photo Evaluation Rubric	2022	DCPS FSMC RFP Documents Folder

C.3 DEFINITIONS

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

- a) “Accessory disposable food service ware” means any disposable food service ware, including straws, utensils, condiment cups and packets, cup sleeves, and napkins, that is not used to hold or contain food.
- b) “Alternative breakfast serving model” means a model of serving breakfast, such as breakfast in the classroom or breakfast on grab-and-go carts, in which breakfast is; offered in one or more locations with high student traffic other than the cafeteria; and available after the start of the school day or both before and after the start of the school day; and that has been proven to increase student participation in breakfast relative to the

traditional serving model, in which breakfast is served in the cafeteria before the start of the school day.

- c) “Animal product” means meat, poultry, seafood, dairy, eggs, honey, and any derivative thereof.
- d) “Bid” means an offer to perform the work described in the Request for Proposal at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- e) “Bidder” means a food service management company submitting a bid in response to this Request for Proposal.
- f) “BOH” means back of house.
- g) “Breakfast in the classroom” means an alternative serving model where students eat breakfast in the classroom after the start of the school day.
- h) “CN Label” means the Child Nutrition Labeling Program, which is a voluntary federal labeling program administered by the USDA Food and Nutrition Service (FNS) in conjunction with the Food Safety and Inspection Service (FSIS), and Agricultural Marketing Service (AMS) of the U.S. Department of Agriculture, and National Marine Fisheries Service of the U.S. Department of Commerce (USDC) for the Child Nutrition Programs. The program requires an evaluation of a product’s formulation by FNS to determine its contribution toward the meal pattern requirements.
- i) “DoD Fresh” means fresh fruits and vegetables available to eligible schools participating in NSLP through the Department of Defense Fresh Fruit and Vegetable Program.
- j) “Donated Foods” means foods purchased by USDA for donation in food assistance programs or for donation to entities assisting eligible persons in accordance with legislation authorizing such purchase and donation. Donated foods are also referred to as USDA Foods.
- k) “End Product” means a finished product that contains processed donated foods.
- l) “Entitlement” means the value of donated foods a distributing agency is authorized to receive in a specific program in accordance with program legislation.
- m) Farm to School – Farm to School connects schools and local farms with the objectives of serving healthy meals in schools; improving student nutrition; providing agriculture, health, and nutrition education opportunities; and supporting local and regional farmers. Farm to school, at its core, is about establishing relationships between local foods and school children by way of including, but not limited to:
 - Locally grown, locally processed, and unprocessed foods in school meals – breakfast, lunch, after-school snacks--in classrooms and as taste tests.
 - Educational activities related to agriculture, food, health, or nutrition such as nutrition education curricula, farm tours, a farmer in the classroom sessions,

- culinary education, educational sessions for parents and community members, and visits to farmers' markets; and
 - School gardens as an opportunity for hands-on learning.
- n) "FDA" means the Food and Drug Administration.
- o) "FNS" means the Food and Nutrition Services (USDA).
- p) "Food Service Management Company," or FSMC, means a commercial enterprise or a private non-profit organization that is or may be contracted with by the school food authority to manage any aspect of the school food service.
- q) "Food Service Workers" or FSW are staff members based in the school and employed by the FSMC who perform a necessary function to prepare and serve meals as outlined in this document.
- r) "Fresh Fruit and Vegetable Program (FFVP)" means the Fresh Fruit and Vegetable Program that provides all children in participating schools with a variety of free fresh fruits and vegetables throughout the school day, outside of scheduled meal times. It is an effective and creative way of introducing a variety of fresh fruits and vegetables as healthy snack options.
- s) "FSIS" means the USDA Food Safety and Inspection Service.
- t) "Good Food Purchasing Program's core values" means the following five core values established by the Center for Good Food Purchasing for its Good Food Purchasing Program: Local economics; Nutrition; Valued workforce; Environmental sustainability; and Animal welfare.
- u) "HACCP" means Hazard Analysis and Critical Control Points, which is a preventative system to reduce the risk of foodborne illness through appropriate food handling, monitoring, and record keeping.
- v) "HACCP Plan" means the written document based upon principles of HACCP specific to a facility that identifies procedures to be followed to prevent foodborne illness.
- w) "HSA" means the Healthy School Act, D.C. Law 18-209 passed by the City Council for the District of Columbia to establish local nutritional standards for school meals, and its subsequent amendments.
- x) "Locally-grown" means from a grower in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia.
- y) "Planned Assistance Level" (PAL) means the total value of donated foods or USDA Foods available to eligible schools based on prior year participation in NSLP or an estimate provided by the State Agency.

- z) “Plant-based food option” means food or beverages that are free of animal products; and with respect to the meat/meat alternate component of a meal, provide a source recognized by the USDA as a meat alternate free of animal products for the purposes of NSLP.
- aa) “POS” means point of sale. It is the physical place where the recording of the meal distribution to a participant takes place and the method of recording the meal (paper vs. computer system).
- bb) “POS/BOH Software” means the software system used to complete point-of-sale or back of house functions. It may be one software system for POS and BOH or two separate systems.
- cc) “Product Formulation Statement” means a signed certified document that provides a way for a manufacturer to demonstrate how a product may contribute to the meal pattern requirements of Child Nutrition (CN) programs. A PFS is typically provided for processed products that do not have a CN Label. Program operators shall request a signed manufacturer’s PFS when purchasing a processed product without a CN Label. USDA does not approve a manufacturer’s PFS. Program operators are ultimately responsible for ensuring menu items meet meal pattern requirements.
- dd) “OSSE” means the Office of the State Superintendent for Education. This is the State Agency in Washington, DC that oversees the SFA for regulatory purposes.
- ee) “RAW” means Recipe Analysis Workbook. A tool found in the USDA Food Buying Guide that is used to determine the expected meal pattern contribution and crediting statement for a recipe served in the NSLP, SBP, CACFP, and SFSP. Required for all recipes that do not have PFS or CN Label documentation to determine contributions.
- ff) “Request for Proposal,” or RFP, means the document used in soliciting bids through the formal advertising method of procurement. In the case of this program, the RFP becomes the contract upon acceptance by the SFA.
- gg) “SFA” means School Food Authority.
- hh) “Share table” is a location where school community members can place unopened or sealed foods to provide for other community members to take food that would otherwise be thrown away.
- ii) “Sustainable Agriculture” means an integrated system of plant and animal production practices having a site-specific application that will, over the long-term satisfy human food and fiber needs, enhance environmental quality and the natural resource base upon which the agriculture economy depends, make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls, sustain the economic viability of farm operations, and enhance the quality of life for farmers and society as a whole.
- jj) “Unitized meal” means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

- kk) “Unprocessed” means foods that are nearest their whole, raw, and natural state and contain no artificial flavors or color, synthetic ingredients, chemical preservatives, or dyes. Food that undergoes the following processes shall be deemed to be unprocessed: cooling, refrigerating, or freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, or grinding; drying or dehydration; washing; the application of high water pressure or “cold pasteurization”; packaging such as placing eggs in cartons, and vacuum packing and bagging, such as placing vegetables in bags; butchering livestock, fish, or poultry; and the pasteurization of milk.
- ll) “Vegetarian food option” means food or beverages that are free of meat, poultry, and seafood; with respect to the meat/meat alternate component of a meal, provide a source recognized by the USDA as a meat alternate free of meat, poultry, and seafood for the purposes of the NSLP.

C.4 FOOD SPECIFICATIONS

All food items must meet all meal requirements set forth in 7 CFR 210.10 for lunch and snack, all meal requirements set forth in 7 CFR 220.8 for breakfast, the Healthy Schools Act and its subsequent amendments, and Attachments A, B, C, and D within this RFP. Food items must also meet the following:

C.4.A DCPS Nutritional Standards

[A=applicable to all meals; B=applicable only to breakfast; L=applicable only to lunch; S=applicable only to supper]

1. On average throughout the year, a minimum of 25 percent, by cost, of all food ingredients and products used in the making of the meals shall be locally grown and locally-processed [A];
2. Medically necessary dietary accommodations are reasonably accommodated upon receipt and FNS approval of the dietary accommodation form signed by the parent/guardian and medical provider as referenced in section C.12 per federal and local requirements. [A];
3. Other dietary accommodations such as plant-based and religious restrictions shall be reasonably accommodated if approved by DCPS after review of the accommodation form signed by the parent or guardian as referenced in C.12. [A];
4. Peanut and tree nut products shall not be served in any form. The FSMC may request express consent for specific items to be served during special event days (e.g., coconut milk) [A];
5. Pork shall not be served in any meals and in any form without express written permission from the SFA; and, with the intention to implement culturally relevant meals [A];
6. Foods listing added sugars as the first or second ingredient must be approved by DCPS for service and frequency of service through menu approvals and/or taste tests [A];
7. Meats and proteins shall not be deep-fried at any point during their processing [A];
8. Fruits and vegetables are preferably fresh or frozen and shall not be packed in anything other than water or natural fruit juice.
 - a. Only 100% fruit and/or vegetable juice may be served, no more than three times per week, at Breakfast only [B];

9. Pizza (defined as a flat base of dough, traditionally topped with tomato sauce and cheese, typically with an added meat or vegetable). Will not be served in elementary schools more than once per week, middle schools no more than twice per week, and shall be served in high schools no more than three times per week [A];
10. Fish or seafood shall be offered at least twice per month [L];
11. No High Fructose Corn Syrup (HFCS) [A];
12. No artificial sweeteners without consent from FNS [A];
13. No artificial colors/flavors or artificial preservatives without consent from FNS [A];
14. Foods listing added sugars as the first or second ingredient must be approved by DCPS for service and frequency of service through menu approvals and/or taste tests [A];
15. No non-naturally occurring trans-fats and hydrogenated oils [A];
16. Products containing hormones or antibiotics must meet GFPP standards [A];
17. A fresh fruit and vegetable shall be offered at a minimum of once per day [A];
18. FSMC shall identify and report the number of meals served that are nutritionally compliant, provide documentation as necessary, and shall make every effort to provide meals that meet these reimbursement requirements of the DC Healthy Schools Act, referenced in Attachment D;
19. The FSMC shall complete the Locally Grown and Processed Tracking Log, which provides a quarterly summary report stating which farm supplies the locally grown or raised agricultural products, amount, and type purchased for that period.
20. The FSMC agrees to serve locally-grown or raised unprocessed foods from growers engaged in sustainable agriculture practices whenever possible, and at minimum once monthly.
21. Cold, filtered water shall be made available to students through drinking fountains or other means when meals are served. In the absence of a drinking fountain in the cafeteria, FSMC shall provide an alternative means of making cold filtered water available to students as directed by DCPS.

C.4.B Additional Food Standards

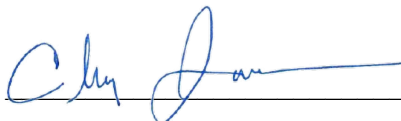
1. Meat / Meat Alternate
All meat and meat products shall have been slaughtered, processed, and manufactured in plants inspected under a USDA-approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.
 - Fully cooked
 - Beef – USDA Grade or better, 80% lean or better
 - Pork (US No. 1 or 2)
 - Poultry – US Government Grade A
 - Seafood – top grade
 - Eggs – USDA Grade A
2. Dairy
 - All milk must be fat-free (skim) or low-fat (1% fat or less) and unflavored.
3. Fruit
 - One different fruit must be offered each day at breakfast and each day at lunch.

- Two fresh fruits must be offered each week at breakfast, and three fresh fruits must be offered each week at lunch.
4. Grains
 - All grain products must be whole-grain rich, meaning that the product contains at least 50% whole grains, and the remaining grains must be enriched.
 5. Alternative Meals
 - Under the amendments to the D.C. Healthy Schools Act, the FSMC must provide a vegetarian food option as the main course for breakfast and lunch daily at all grade levels. This option must be rotated daily to avoid repetition and must be clearly labeled or identified as vegetarian. FSMCs are encouraged to serve plant-based food options as the main course at breakfast and lunch daily to each student.
 - Bidders will describe any other alternative meal capabilities they can offer (vegan, dairy-free, etc.).
 6. Condiments
 - Condiments shall be provided including jellies, ketchup, mustard, mayonnaise, salad dressing, dips, and hot sauce, as appropriate for the meal. All provided condiments will be articulated on monthly menus and nutrient analysis.
 7. Utensils
 - All appropriate utensils shall be provided for eating – fork or spoon, napkin, straw. All utensils must meet the requirements set forth in C.4.B.7 and Section D Specifications for packaging and marking.
 - Disposable utensils must only be provided upon request or at self-serve stations, in compliance with Section C.2 of the Sustainable DC Omnibus Amendment Act of 2014.
 8. Geographic Preference
 - Preference will be given to FSMCs who can provide locally grown unprocessed foods (from Delaware, D.C., Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia). Bidders should certify below the percentage of locally grown or raised foods to be utilized in meals.

Percentage of Locally Grown or Raised Foods to be utilized in meals: < _____ >

Charles Johnson, President

Name and Title of FSMC Official

Signature:  _____

Date: 11/14/2023

C.5 BACKGROUND

The District of Columbia Public Schools (DCPS), Food and Nutrition Services team (FNS) is seeking one or more Food Service Management Company(s) (FSMC) to prepare, furnish and deliver high-quality food service products and services to 109 DCPS School Sites which are divided into ten (10) clusters.

The Contractor(s) must conduct all program operations in accordance with all applicable Federal regulations, including, but not limited to, United States Department of Agriculture (USDA) 2 CFR Part 180, 2 CFR Part 200, and 7 CFR Parts 210, 220, 225, 226, 240, 245, 250, 3016.36, 3018.110(d), 3019.4, any Summer Food Service Program (SFSP) and Child Adult Care Food Program (CACFP) requirements, and Food and Nutrition Service (FNS) instructions, policies and memorandum, as applicable, in addition to all applicable state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act (HSA) of 2010, as amended, the Healthy Hunger-Free Kids Act (HHFKA) of 2010, as amended, and all State Agency memorandums and requirements. It is the duty of the Contractor to apprise itself of requirements of DCPS Food Services and the District of Columbia Municipal Regulations 27 (DCMR 27).

C.6 REQUIREMENTS

C.6.1 PROGRAMS:

FSMC shall execute and staff appropriately for all special programs and meal service models produced to the fullest extent possible on-site at each location with a goal of 100% from-scratch production; DCPS and its greater community are strongly opposed to pre-packaged, commercial industry products. Meal service models are inclusive of but not limited to: Breakfast in a traditional school line service as well as the alternative models of Breakfast in Classroom and Grab and Go; Lunch, Early Childhood Family Style Lunch; Afterschool Supper, Afterschool Snack, Summer Food Service, Saturday/Weekend Meals; Holiday Break Meals; Adult Meals Breakfast; and, Adult Meals Lunch, as well as the cost-reimbursable component of the Fresh Fruit and Vegetable Program (FFVP) (delineated in Section B.1.12). FSMC shall ensure program continuity year over year and identify and implement program best practices.

C.6.1.1 BREAKFAST

- a) Breakfast shall be provided in accordance with the USDA School Breakfast Program (SBP) as referenced in USDA 7 CFR Parts 210 and 220. Breakfast may be executed in a traditional school line service, or as an alternative service such as breakfast in the classroom, grab and go or extended breakfast as required by DCPS and identified by each school in the FNS school site profiles in section C.2 item 10.
- b) If more than 40% of the students at a school qualify for free or reduced-price meals and breakfast participation is below 75% of average daily attendance, then:

- (i) elementary schools must offer breakfast in the classroom each day
- (ii) middle and high schools must offer alternative breakfast serving models each day.
- (iii) Traditional breakfast service, breakfast in the classroom and grab and go breakfast shall be priced as a cost-reimbursable component of the contract and will correspond to CLIN's ending in 001 in the tables found in section B.3.2.3.

C.6.1.2 BREAKFAST IN THE CLASSROOM

- a. DCPS shall provide each breakfast in the classroom school with supplemental sanitation supplies such as wipes and hand sanitizer at the start of the school year based on participation volume.
- b. DCPS staff shall liaise with, provide resources to, and support the FSMC training of school personnel, when necessary, in the operation of a Breakfast in the Classroom program.
- c. DCPS shall conduct Breakfast in the Classroom outreach and marketing and shall be supported by the FSMC.
- d. FSMC shall train DCPS school based and FSMC staff on operating the Breakfast in the Classroom program and shall include instructions on Breakfast in the Classroom operations in an operations manual or other instrument left at the school. Training shall occur before the start of every school year and following on an as needed basis. Documentation of training will be provided to DCPS within time period specified by DCPS.
- e. FSMC shall provide a simple set of instructions for each classroom participating in the Breakfast in the Classroom program on the required method of distribution of food and accounting for meals each day with the meals being sent to the classrooms.
- f. FSMC shall observe their Breakfast in the Classroom programs at least once per month and shall make process improvements accordingly.
- g. FSMC shall instruct its school-based staff on how to communicate Breakfast in the Classroom requirements to teachers, aides, or other program facilitators.
- h. FSMC shall create a Breakfast in the Classroom menu and shall include foods that will be consistent with food safety standards throughout the service period, are easily portable, require little to no assembly in the classroom, and limit mess.

- i. FSMC shall prepare and individually package each meal component as necessary. Hot components and cold components shall be packed in separate bags. Insulated bags shall be packed by homeroom. Accountability tally sheets shall be printed per classroom and packed with breakfast bags.
- j. FSMC shall input all breakfast accountability data into the point of sale no later than the end of the day in which the breakfast was served. If an accountability roster is not properly completed or returned, the FSMC shall speak to the school administration and alert DCPS of the issue.

C.6.1.3 ALTERNATIVE BREAKFAST MODELS

- a. DCPS shall provide FSMC with portable serving units or tables to facilitate the program in schools where breakfast is served outside of the cafeteria.
- b. DCPS shall collaborate with the school administration to decide the location of the serving unit or tables, the addition of full-service breakfast, and breakfast times. This information shall be communicated to the FSMC prior to the start of the program.
- c. DCPS staff shall liaise, provide resources to, and support the training of school personnel when necessary to initiate a grab-and-go breakfast program.
- d. DCPS shall conduct alternative breakfast model outreach and marketing, when necessary, which shall be supported by the FSMC.
- e. FSMC shall train DCPS school-based and FSMC staff on operating the alternative breakfast model program and shall include instructions on Grab and Go in an operations manual or other instrument left at the school. Training shall occur before the start of every school year and following on an as-needed basis. Documentation of training will be provided to DCPS within the time period specified by DCPS.
- f. FSMC shall create an alternative breakfast model menu and shall include at least three hot items per week. Deviations from this requirement due to unforeseen circumstances require approval by DCPS.
- g. FSMC shall bag or otherwise package breakfast components so that the meal is made portable to students. The items within the breakfast bag or package shall be prominently displayed on the serving unit, tables, or in another location highly visible to students, and the menu for grab-and-go shall be posted daily at the serving unit. Alternative breakfast model items shall be kept at appropriate safe temperatures (hot and cold) at all times through the use of the insulated compartments or other means as the FSMC sees fit.
- h. The serving unit or tables shall be in position throughout the breakfast period and items shall be restocked as needed.
- i. FSMC staff shall account for all students taking breakfast from the serving unit or tables through portable point-of-sale machines (provided by DCPS) or through accountability tally sheets.

- j. If the school administers extended breakfast, FSMC shall keep traditional breakfast service open for the length of time or at such additional times as agreed to by the school administration and approved by DCPS Food & Nutrition Services prior to the start of school.

C.6.1.4 CAFETERIA LUNCH AND A LA CARTE EQUIVALENTS

- a. FSMC shall serve cafeteria lunch in accordance with USDA 7 CFR Parts 210 and 220. Lunch meal quantities shall correspond to CLINs ending in 002 in the table found in section B.3.2.3.

C.6.1.5 EARLY CHILDHOOD FAMILY STYLE LUNCH

- a. Early Childhood Family Style Lunch shall be prepared according to the program guidelines (Attachment L) with meal patterns following the National School Lunch Program requirements. Early Childhood Family Style Lunch meal quantities shall correspond to CLINs ending in 003 in the tables found in section B.3.2.3.
- b. DCPS Office of Early Childhood shall train its staff on family-style meal operations. DCPS Early Childhood staff shall serve the family-style meals as prepared by the FSMC.
- c. DCPS, by way of its Early Childhood Education division, shall provide FSMC with all serving ware, small ware, and equipment necessary to facilitate family-style meals. Family-style lunch “kit” of serving equipment and wares shall be available for each Early Childhood classroom.
- d. FSMC shall train staff on operating the family-style meals program and shall include DCPS approved instructions on family-style meals in an operations manual or other instrument left at the school. Training of DCPS school-based and FSMC staff shall occur before the start of every school year and follow on an as-needed basis. Documentation of training will be provided to DCPS within the time period specified by DCPS.
- e. FSMC shall create a family-style meal menu that is developmentally appropriate and considers family-style meal execution. This menu can be a simplified version of the regular lunch menu. FSMC shall transport family-style menu items to the classrooms portioned into pans according to class size and the age of students enrolled in the class. Serving ware, smallware, and accountability rosters shall be transported with the meals to the classroom. All food shall be kept in insulated thermal containers. DCPS Early Childhood staff shall return to serving and transport wares to the kitchen at the conclusion of service.
- f. Accountability shall be taken by the classroom teacher and shall be reported to the FSMC via an accountability roster. The FSMC shall input accountability data into the point of sale on the day the meal is served.
- g. Accountability errors shall be communicated to DCPS as investigation and corrective measures, including re-training of staff, are the responsibility of the FSMC. Repetitive errors committed by Early Childhood staff may be escalated to DCPS after a 3rd attempt at remediation and upon demonstration of due diligence in taking corrective action at the school level.

- h. FSMC is responsible for reporting lost, broken, or deteriorated Family Style Meals equipment to DCPS.

C.6.1.6 AT-RISK CHILD AND ADULT CARE FOOD PROGRAM

- a. Afterschool supper, weekend, and holiday meals, administered as part of the Child and Adult Care Food Program (CACFP) shall be facilitated, served and students accounted for by Food Service staff members unless specified otherwise by DCPS. DCPS reserves the right to assign where these programs shall run. Meal quantities shall correspond to CLINs in the table found in section B.2.
- b. Meals served shall conform to the CACFP Program. FSMC shall train staff on operating the programs and shall include instructions in an operations manual or other instrument left at the school. Training of DCPS school-based, and FSMC staff shall occur before the start of every school year and be followed up in subsequent professional development training as directed by DCPS and as needs are identified. Documentation of training will be provided to DCPS within the time period specified by DCPS.
- c. FSMC shall create menus that feature a variety of menu items and include all applicable reimbursable meal components. Menus will be reviewed and approved by DCPS FNS prior to implementation.
- d. With support from DCPS, contractors shall coordinate training of supper facilitators at schools that do not require a Food Service staff member, designated by DCPS.
- e. With support from DCPS, contractors shall ensure all facilitators are accountable for meals in the manner specified by DCPS Food Services where non-FSMC staff is needed and as applicable.
- f. FSMC shall report all incidences of facilitator non-compliance to FNS consistent with the most current program troubleshooting escalation process.
- g. DCPS shall report all changes in enrollment to FSMC upon discovery and no later than a week in advance.
- h. For schools that do not require a Food Service Staff member as delineated in this Contract, FSMC shall prepare and package all components together, except for milk and fruit. No non-whole components shall be left disaggregated.
- i. CACFP meal facilitators shall keep a binder containing accountability logs in a place that is accessible to the cafeteria lead and shall inform the cafeteria lead of its location at the start of school.
- j. Prepackaged meals shall be left in a refrigerated area that is accessible to the facilitator where non-FSMC staff is needed and as applicable.

- k. FSMC shall account for students the day following the meal by checking the accountability tally sheet with student signatures or roster left by the facilitator in the binder.

C.6.1.7 AFTERSCHOOL SNACK PROGRAM

- a. FSMC shall serve snacks after school in schools designated by DCPS.
- b. The snack served shall include two reimbursable meal components that conform to the NSLP Afterschool Snack Program standards (C.2, #19 & C.6.1.7). FSMC shall create menus for snacks that feature a variety of fruits and vegetables.
- c. Menus will be reviewed and approved by DCPS prior to implementation.
- d. Only one snack shall be served to each student. Afterschool snacks shall be accounted for using bulk claiming and manual meal count (tally) sheets.

C.6.1.8 SUMMER FOOD SERVICE PROGRAM

- a. FSMC shall facilitate breakfast and lunch feeding for the Summer Food Service Program (SFSP) at schools with DCPS-sponsored summer academic programs as well as community-based programs.
- b. The list of schools that participate in summer meals is subject to change each year based on programs that may not be provided each year based on school/district needs, sponsor availability, public interest, funding, and other impacts.
- c. FSMC shall create monthly menus to cover the term of the SFSP. Menus will be reviewed and approved by DCPS FNS prior to implementation.
- d. FSMC shall print monthly menus and distribute them to every school facilitating the SFSP. Menus must be displayed at each meal site per USDA FNS regulations. Printed menus will be provided to students, parents/guardians or school staff upon request. FSMC shall ensure that menus are posted in the cafeteria line and in the school office. FSMC shall provide a display menu to DCPS for posting to the website.
- e. FSMC shall take accountability via DCPS-approved meal count (tally) sheets or POS.
- f. FSMC shall support all community outreach efforts sanctioned by DCPS.

C.6.1.9 FRESH FRUIT AND VEGETABLE PROGRAM

- a. FSMC shall create menus for FFVP that feature a variety of fruits and vegetables that are different from the produce being served during the school meals that day. A vegetable must be served at minimum, once per week. Menus will be reviewed and approved by DCPS FNS prior to implementation. FFVP produce will not be served with breakfast, lunch, or afternoon snack. DCPS will review and approve FFVP menus prior to implementation.

- b. FFVP must be offered at least twice per week at applicable schools with a vegetable served as the tasting at least once a week. SFA reserves the right to order the fruits and vegetables to accommodate additional feeding days per week.
- c. FSMC shall create and distribute nutrition education materials along with the FFVP produce upon DCPS approval minimum of once per month for the duration of the program. Nutrition education materials must be submitted to and approved by the SFA. The cost of coordinating nutrition promotion activities is permissible and may be reimbursed within the 10% administrative cost of the grant. The cost of nutrition education materials is not allowable within the FFVP grant allocation and instead shall be included in the Fixed Unit Price.
- d. FSMC shall spend up to the monthly FFVP grant allocation on operating costs. Operating costs include:
 - 1. Buying fruits, vegetables, and low-fat or nonfat vegetable dipping sauce.
 - 2. Buying nonfood items, including napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags.
 - 3. Value-added services such as pre-cut produce, ready-made produce trays, and delivery charges; and
 - 4. Salaries and fringe benefits for employees who do such tasks as washing and chopping produce, preparing trays, distributing produce to classrooms, setting up serving unit, and cleaning up.
 - 5. DCPS shall apply up to ten (10) percent of the total grant toward administrative costs. Administrative costs are the documented expenses incurred in planning the Program, managing paperwork, obtaining equipment, and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables.
 - 6. FSMC shall be reimbursed for FFVP operational and administrative expenses by invoicing a monthly cost reimbursement less than or equal to the total grant allocation for the applicable schools and net of all discounts and rebates. FSMC shall submit monthly program invoices with their invoice to DCPS to substantiate the cost figure.
 - 7. FSMC shall budget for FFVP prior to the start of the program and create the program schedule with school administrators. FFVP must be served per the number of days requested by each school, at minimum, twice per week. The FSMC shall not change the schedule without the approved consent of the school administrators.
- e. SFA shall send the FSMC a copy of their FFVP allocated funding broken down by participating school, and FSMC will not spend more than allocated. Serving sizes and types of fruits and vegetables will be altered to fit within the budget.

C.6.1.10 ADULT MEALS

- a. FSMC shall offer adult meals to school staff for purchase, unless providing such meals shall compromise FSMC's ability to provide meals to students.
- b. The price of an adult school staff meal shall be set by DCPS prior to the start of each school year. Prices are subject to change at DCPS' discretion.

- c. The portions for adult school staff meal shall be equivalent to the serving size for a student in grades 9-12.
- d. Adult meal service extends to meals requested by DCPS, including but not limited to PTA meetings, Back to School Nights, Parent Cabinet meetings, and engagements in which adults can impact the increase of student participation.
- e. Should Non-Food & Nutrition Services departments of DCPS request food service for banquets, meetings, etc., FSMC shall provide meal services. No food, labor, and supplies appropriated for the daily food service program shall be used for these functions. All special food service events require prior approval from DCPS.

C.6.1.11 SPECIAL EVENTS AND INITIATIVES

- a. FSMC shall participate in specialized service models and programs for DCPS; and when appropriate, create menu items in coordination with DCPS' annual special events. Menus for special events will be provided to DCPS for review a minimum of 30 days prior to scheduled event. Annual special events and programs shall include, but are not limited to:
 - 1. International Food Days (Fall, Spring)
 - 2. Strawberries and Salad Greens Day (Spring)
 - 3. Chancellor sponsored Events (September)
 - 4. Growing Healthy Schools Month (October)
 - 5. Holiday Meal (November)
 - 6. Holiday Meal (December)
 - 7. Featured/Innovative Meal Stations
 - 8. School Enrollment Events & Initiatives
 - 9. Good Food Purchasing Program Requirements.
- b. FSMC shall, upon approval of DCPS, organize special events in support of student and staff health, nutrition, or physical fitness. FSMC shall support special events sponsored by external organizations including but not limited to:
 - 1. Black History Month (February)
 - 2. National School Breakfast Week (March)
 - 3. Hispanic Heritage Month (September-October)
 - 4. Farm to School Week (October)
 - 5. National School Lunch Week (October)
 - 6. National Nutrition Month (March)
 - 7. Asian Pacific Heritage Month (May)
 - 8. National School Lunch Hero Week (May)
 - 9. Teachers' Appreciation Day (May)
 - 10. Nurses Appreciation Day (May)
- c. FSMC shall work in collaboration with DCPS FNS to identify current and future opportunities for values-based purchasing within current and future environmental restrictions based on action items identified by the Good Food Purchasing Program (GFPP) baseline and follow-up assessments.

C.6.2 MENU

1. FSMC shall serve only meals and food items approved by DCPS in accordance with section C.4.
2. DCPS and FSMC shall work collaboratively to ensure that menus are approved using mutually acceptable and compliant items in accordance with the FSMC procurement timeline. DCPS shall review, give feedback on, and approve all menus, ingredients, and meal components at least 45 calendar days prior to meal service.
3. Product nutrition information in addition to Child Nutrition (CN) labels, Product Formulation Statements (PFS), or Recipe Analysis Workbook (RAW) data (as applicable) shall be submitted and approved by DCPS as part of this solicitation and 60 calendar days prior to start of service each school year following the execution of a contract. Monthly menus/menu cycles and proof of compliance shall be provided at minimum 60 calendar days prior to service and are contingent upon DCPS approval.
4. The FSMC shall supply to the SFA the ingredient specifications and nutrient analysis of all items that are to be processed. The nutrient analysis shall indicate the portion size by weight and nutrient contribution as prescribed in accordance with USDA requirements for each food component provided. The FSMC shall also include the name of the USDA-approved nutrition analysis software system used to prepare the analysis. The FSMC shall provide the appropriate USDA Certification of Compliance for each SBP and NSLP menu.
5. Upon menu approval, final menus and nutrition information, CN labels (as available), PFS information, RAW data, meal ingredients and food origin reports shall be provided to DCPS at minimum 5 business days prior to service. FSMC procurement requirements shall influence the menu submission deadline.
6. All new menu items or products shall be taste tested with authorized FNS staff and DCPS students prior to receiving approval. FSMC shall develop a taste test survey and evaluation rubric (which must be approved by DCPS) to determine student approval for menu items. All menu items shall comply with the nutritional requirements contained herein.
7. FSMC shall obtain prior approval for any substitution of menus or menu items. Any item substituted shall be from the list of approved items. Any substitution shall not impact compliance with daily/weekly menu requirements. Further guidance can be found in C.6.2.
8. FSMC shall train all staff and record validation of learning on menu item preparation prior to service. FSMC shall maintain a standardized recipe book and applicable guides at every school with pictures of each finished menu item and step-by-step instructions for recipe execution. The recipe book may be a physically printed or electronic format. FSMC shall make recipe book and applicable guides available to FNS upon request.

9. Menus shall feature a minimum of three entrée choices in grades K-5 and four choices in grades 6-12 daily for lunch during the traditional school year. Breakfast menus must include a minimum of two entrees daily for the traditional school year. One entrée at each meal, at minimum, must be non-meat. Deviations from this requirement due to unforeseen circumstances must have prior approval from DCPS.
10. FSMC shall provide no meals served to students in Pre-K/Preschool, Kindergarten, or Grade 1 that shall pose a choking hazard or are too large for easy consumption. Meals for this grade range shall be modified to meet the physical development and preference of that age group. (Attachment C).
11. FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the student's Individual Educational Plans (IEPs) or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by USDA. Said statement shall be signed by a medical doctor or a recognized medical authority. There shall be no additional charge to the student for such substitutions.
12. FSMC shall develop daily meals with sides that pair well with the main entree. FSMC shall develop a cycle vegetarian menu that aligns with the other menu options. FSMC shall, at minimum, offer three hot breakfasts per week and one hot lunch per day at each school during traditional and extended year school calendar days. The minimum number of hot breakfasts per week and hot lunch meals per day for summer school shall be evaluated and approved by Food & Nutrition Services during each annual summer planning phase.
13. FSMC shall create a salad bar menu for reimbursable and adult (fruit and vegetable) salad bars for schools with stand-alone or line-based salad bar equipment in operation. Approximately 30% of menu items featured should rotate to increase the variety and express seasonality. All menu items presented on the salad bar shall be legibly labeled. Dressing for the salad bar shall be dispensed in a manner approved by DCPS prior to use. If the salad bar is stand-alone, the product should be presented identically on both sides of the bar to facilitate line flow.
14. FSMC shall create an afterschool supper menu that meets current regulations and features a variety of menu items and includes all five reimbursable meal components.
15. FSMC shall print monthly menus and distribute them to every school under its management. FSMC must ensure that menus are displayed clearly at each meal site per USDA FNS regulations. Printed menus will be provided to students, parents/guardians, or school staff upon request. FSMC shall ensure that menus are posted via print or digital display in the cafeteria line and in the school office. Menus will be printed in English and Spanish for posting and made available in the DCPS mandatory languages for any school that requests it. FSMC shall provide electronic copies of each menu and associated

nutritional analysis specific to DCPS filename standards and within a timeframe set by DCPS. FSMC may use a DCPS-approved digital platform to display web-based menus.

C.6.3 MANAGEMENT OF DIETARY ACCOMMODATIONS

1. FSMC shall communicate with the parent/guardian directly to facilitate implementation of dietary accommodations upon receipt and DCPS approval of the DCPS dietary accommodation form(s) signed by the parent/guardian and medical provider (as needed). FSMC will provide DCPS a menu for review that meets the student's dietary needs, conduct staff trainings, communicate with the student parent/guardian, and continue to update the process in the POS software program.

C.6.4 À LA CARTE

1. Upon a DCPS-approved strategy and implementation, FSMC shall provide à la carte options at all middle and high schools. FSMC shall provide à la carte milk at all elementary schools and education campuses. If a school has a salad bar, à la carte salads shall be made available to students and staff.
2. All à la carte meals or items and their prices shall be submitted to DCPS for approval prior to the start of the school year to determine compliance. Any change in à la carte menu offerings or prices shall be approved by DCPS. Prices must meet requirements for "non-program revenue" per federal regulations. À la carte items shall meet the DCPS Nutrition Standards, DCPS Local Wellness Policy, and USDA Smart Snack Final Rule standards.
3. All à la carte items shall be available daily and shall be displayed in a consistent manner that is eye-catching and appealing. Signage shall be available at every school selling à la carte showing the items available and their price. FSMC shall also provide an electronic menu document for digital posting.
4. FSMC shall provide all nutrition information, ingredient, and smart snack calculations for à la carte items via electronic document.

C.6.5 COUNTING AND CLAIMING

1. "Offer versus Serve" (OVS) will apply for grades K-12. DCPS shall inform the FSMC prior to modifying its service type.
2. Each POS machine shall have a working PIN pad or scanner and this equipment shall be used to record meal counts when operable without exception. If inoperable, cashiers shall take meal accountability on a paper tally sheet (NSLP) or roster (CACFP) and later enter in the POS system. If all students are being checked off on a roster or if notations other than checkmarks are used (indications of incorrect counting procedures), those recording meal counts shall be instructed on correct meal counting procedures.
3. Each POS machine shall have one worker to record meal counts.
4. Each student shall be asked their name or initials before being checked off on a roster.

5. Meal rosters shall be kept in folders and shall not be visible to students.
6. All POS technical issues shall be reported immediately via the DCPS reporting application: "Quickbase." In the event of a technology emergency, FSMC shall communicate directly via email or call the identified DCPS IT POC.
7. FSMC shall account for all students at SOP schools for breakfast and lunch and for supper at all applicable schools by checking them off on a POS/BOH software generated roster consistent with the DCPS-approved process.
8. FSMC shall ask each student his/her name or assigned meal program identification before being counted as having received a reimbursable meal. The FSMC must record meals on rosters at SOP schools and for supper at all applicable schools so they are claimed at the correct reimbursement level (Free, Reduced Price, or Paid).

C.6.6 PRICING AND CHARGE POLICY

1. FSMC shall provide free breakfast, snack, and supper meals to all students.
2. FSMC shall provide free lunch to all students eligible for reduced or free meals and all students enrolled in Provision 2 (if applicable) or Community Eligible Provision (CEP) schools.
3. FSMC shall establish student and meal prices as directed by DCPS. Meal prices are subject to change annually as per HHFKA until equity is achieved with federal reimbursement rates. Adult meal prices are subject to change annually per DCPS' discretion.

C.6.7 DEPARTMENT OF HEALTH: DC HEALTH

1. FSMC must comply with DC Health regulations, including but not limited to the following:
 - a. At least one DC Certified Food Protection Manager/DC Health required "Person In Charge" designee must be on school premises during work hours, with a valid copy of their Food Protection Manager ID posted conspicuously in the school kitchen and an electronic copy provided to FNS. FSMC are required to have a permitted backup worker available in the event of the primary permit holder's absence to ensure compliance with DC Health regulations.
 - b. Hold a valid DC Basic Business License (BBL) under the name of the FSMC and school (IE FSMC/School), with a copy posted conspicuously in the school kitchen and an electronic copy provided to FNS. It is the responsibility of the FSMC to obtain and maintain a valid BBL for each school cafeteria.
 - c. Submit to all unannounced and regular health inspections (minimum 2 each year) for any facility, inside or outside of the school for which it plans to prepare meals,

with a copy of the latest inspection (six months old or less) posted conspicuously in the cafeteria in a place readily visible to the public; and

- d. Comply with all health code requirements concerning the maintenance of facilities, equipment, and delivery vehicles and the storage, preparation, and service of food which are examined during a DC Health inspection.
2. FSMC shall notify DCPS immediately (prior to the close of business on the same operating day) following DC Health site inspections with details of the inspection. Corrections to any cited DC Health violations shall be addressed immediately (prior to the close of business on the same operating day), including but not limited to a plan of action that is mutually agreed upon between FSMC, DCPS, and DC Health.
3. DCPS reserves the right to obtain meals from other sources without obligation to FSMC if meals are rejected due to the closure of one or more of the FSMC's school kitchens by the DC Health for health code violations.
4. FSMC shall adhere to all DC Health guidelines for COVID-19 and any other public health emergencies of the like. These guidelines stipulate operating requirements in response to the public health emergencies, which may include PPE requirements for essential workers, testing and tracing protocols, social distancing, and capacity limits, among others. FSMC is responsible for keeping abreast of guidelines, should expect review and enforcement by DCPS, and shall quickly adjust operations as guidelines change from time-to-time.

C.6.8 DATA AND TECHNOLOGY

1. FSMC shall, on a daily basis, record all breakfast, lunch (to include salad bars), a la carte, supper and snack counts and cash intake into POS/BOH software, including data from rosters or other approved meal count forms.
2. FSMC shall ensure each applicable service line employs an operational point of sale at all times, including standalone salad bars serving reimbursable meals.
3. FSMC shall not request nor disclose student personal data as specified by the Children's Online Privacy Protection Act (COPPA) or the Family Educational Rights and Privacy Act (FERPA).
4. If the POS is inoperable or if meals are served outside of the cafeteria, the FSMC shall use a roster generated from POS/BOH software to document which students are served lunch at SOP schools and a tally sheet at CEP schools.
5. The FSMC shall maintain meal rosters in such fashion as to comply with federal regulations on overt identification.
6. All data files, including those generated by DCPS-owned technology systems including POS and student files, are owned solely by DCPS and must reside exclusively within District-owned data systems.

7. FSMC shall utilize and help maintain all DCPS POS' equipment including client monitors, manager computers, Cashless serving units, pin pads, and scanners, including but not limited to promptly reporting any issues with this equipment within 48 hours via DCPS's Quickbase reporting system.
8. FSMC shall implement and utilize all software applications as adopted by DCPS. All software licenses and databases are the exclusive property of DCPS.
9. FSMC shall ensure the manager computer is turned on at all times to facilitate point of sale data replication; and
10. Failure to provide accurate POS data, or deliberate alteration of this data in any way, shall constitute a material breach of the contract.

C.6.9 EQUIPMENT AND FACILITIES

1. DCPS shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations regarding food service equipment and facilities.
2. FSMC shall inventory the equipment owned by the DCPS on a biannual basis and as directed by DCPS. The FSMC will be responsible for reporting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.
3. DCPS shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC's employees. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMC responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
4. FSMC shall utilize and agree to help maintain all DCPS equipment utilized in the preparation and holding of any food product for meal service, including but not limited to: ovens, stoves, steamers, refrigerators, freezers, salad bars, and the like by promptly reporting any issues with this equipment, within 48 hours via DCPS's reporting system.
5. FSMC shall assume costs for any service calls requested where less-than-reasonable action or inadequate troubleshooting on behalf of the reporting staff has occurred including but not limited to: a switch turned off, a pilot light that required ignition, a breaker switch reset or a power cable that needed to be plugged into a socket.
6. All FSMC's equipment, vehicles, and other property shall be on DCPS property at the sole risk and hazard of the FSMC. It is expressly understood that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to FSMC for any accident, injury, loss, or damage while FSMC is in, upon, or about, or entering or leaving DCPS property at any time during the term of the contract or any renewal or extension hereof and all claims therefore are hereby released to the District of Columbia Government, its agencies

- (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand, and claim for same.
7. DCPS shall provide sanitary toilet and hand washing facilities for the FSMC employees at each school site.
 8. FSMC shall utilize workable serving equipment at each school including salad bars and other meal stations as developed for the facility unless an alternative strategy is approved by DCPS. FSMC staff should be trained on how to operate and troubleshoot basic kitchen equipment by the FSMC.
 9. FSMC shall protect all food service equipment from pilferage or destruction.
 10. FSMC shall operate and care for all equipment and food service areas in a clean, safe, and sanitary condition in accordance with applicable District law and standards acceptable to DCPS. DCPS shall be responsible for all facilities repairs, including exhaust hoods and pest control requests, and for regularly cleaning grease traps.
 11. FSMC shall maintain all dry-storage food products, susceptible to rodent/insect contamination, in Food Service Grade, NSF listed, sealed food storage containers to prevent potential pest infestation.
 12. FSMC shall be responsible for managing recycling and/or composting of kitchen refuse and transporting all kitchen waste to the appropriate waste disposal area.
 13. FSMC shall consent to recycling and/or composting foodstuffs and specific materials if these disposal methods are supported by the school facility.
 14. FSMC shall assist with an education program for the students and school staff on the proper use of trash, recycling, and/or composting receptacles through signage and promote all DCPS recycling, composting, or landfill diversion programs.
 15. FSMC shall clean the kitchen (including, but not limited to all equipment, counters, walk-in floors, sinks, cookware, utensils, plates, bowls, trays, cups, and glassware) and dining room tables daily or as needed following each meal period. Cafeteria floors shall be maintained by school custodial staff.
 16. FSMC shall allow school-based organizations to utilize kitchen and cafeteria facilities and DCPS shall set guidelines for facilities use. If an organization violates the set guidelines, they shall not receive further access to facilities. Foods utilized for reimbursable meal service shall not be comingled with food for other purposes (celebrations, after school cooking clubs, teacher meals, etc.).
 17. FSMC shall not utilize DCPS school facilities for any purposes outside of the scope of this agreement without DCPS approval. FSMC shall be charged a set fee for facility usage which shall be listed as a line-item credit on the monthly invoice. This fee shall be determined by DCPS.

18. FSMC shall utilize all specialized equipment available at the school to include dishwashers, salad bars (freestanding and line-based), and meal stations to the fullest extent possible.
19. FSMC shall establish standards subject to DCPS approval for receiving, storage, ordering, and cleanliness and assess performance against these standards during monitoring visits conducted by DCPS as well as those conducted by the FSMC.

C.7 SCHOOL OPERATIONS PROTOCOL

1. FSMC shall fulfill specific school opening and closing functions including, but not limited to:
2. Completing school year open and close checklists per DCPS guidelines as required in this procurement.
3. FSMC shall submit strategic plans to DCPS for closing and opening of schools. Execution of plans will be monitored and confirmed by management staff and reported to DCPS. Plans will include but are not limited to product removal or delivery, cleaning, staffing, schedules, and food preparation.
4. FSMC will conduct regular status checks of equipment in schools not operating during summer and extended breaks such as winter holiday, and report to DCPS monthly.
5. FSMC shall staff schools for one full day prior to summer school operating upon DCPS request.
6. FSMC shall staff schools for two full days prior to the start of the school year upon DCPS request.
7. FSMC shall staff schools for one full day after the end of the school year upon DCPS request.
8. FSMC shall always provide management supervision and maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products. Management monitoring visits shall include the completion of one or more checklists to ensure the standard operating procedure is being followed and FSW are executing their responsibilities fully.
9. Routine monitoring shall consist of a quality assurance Operations Site Review, developed by DCPS. Operations Site Reviews require a score of 80% to pass.
10. Operations Site Reviews that score less than 80% shall be reported immediately to DCPS. Mitigating action plan noting specific, measurable, achievable, realistic and time bound (S.M.A.R.T.) properties are required within 48 hours of the failure.
11. Mitigating action plans of Operations Site Reviews must be completed within the parameters submitted to DCPS. Failure to submit mitigating action plans timely will result in increased oversight and increased unannounced site visits.

12. Failure to mitigate performance failures identified as a result of operations reviews and subsequent action plans will be deemed a deficiency of Contractual obligations and subject the FSMC to Consequences of Non-Compliance in Section I.20, up to and including withholding of payment for service.

C.7.1 SANITATION

1. FSMC shall place all recyclables, garbage and trash in DCPS-specified containers and place such containers in areas designated by DCPS.
2. DCPS shall consult with on-site custodians and the DC Department of General Services (DGS) to ensure removal of all recyclables, garbage, and trash from the designated areas.
3. FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.
4. FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the DCPS and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
5. DCPS shall itself implement or consult with DGS to ensure cleaning of grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.
6. DCPS shall consult with DGS to ensure extermination services as needed. FSMC should notify DCPS if such services are needed.
7. FSMC shall clean the dining/cafeteria area, including tables and chairs, after the meal service.

C.7.2 FOOD WASTE

Pursuant to PL 112-55 Sec. 734, an amendment to the Richard B. Russell National School Lunch Act, Contractor(s) shall make arrangements with a 501(c)(3) tax-exempt DC-based food bank or charitable organization to donate any unconsumed food products. Pursuant to the law, Contractor(s) shall be exempt from civil and criminal liabilities to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791).

C.7.3 MARKETING, COMMUNICATIONS, AND NUTRITION EDUCATION

1. DCPS shall control all messaging and marketing collateral related to the food service program. FSMC shall submit quarterly submission plans for student engagement, display menus, marketing/communication initiatives including centralized events identified by DCPS, and nutrition education to DCPS. This schedule will be based on the academic school term calendar. All FSMC marketing, communications, and nutrition education plans shall be approved by DCPS prior to implementation. FSMC are responsible for the development of all collateral for the promotion and execution of marketing,

communications, and nutrition education initiatives. The appearance of all collateral materials should meet professional standards prior to submission for review by DCPS. The DCPS FNS logo or its equivalent shall be present on all public facing materials.

2. FSMC shall comply and assist in coordinating DCPS authorized marketing campaigns in schools.
3. All FSMC generated communications shall be approved by DCPS prior to distribution. All materials related to the facilitation of marketing, communication, and nutrition education initiatives should be submitted to FNS for review no fewer than 30 days prior to planned distribution date.
4. FSMC communication with School Administrators, teachers, and other school personnel shall be professional. FNS designated point of contact shall be copied on all communication sent by the FSMC to the school principal.
5. FSMC agrees to provide at minimum one point of contact who will regularly coordinate with DCPS on all marketing, communications, and nutrition education efforts. The point of contact shall have professional expertise pertinent to school nutrition program marketing and promotion.
6. FSMC shall perform nutrition education activities as dictated by marketing campaigns (e.g., food tastings and chef demonstrations). A minimum of one nutrition education activity should be held per month, that is not associated with FFVP nutrition education, at each school in their cluster(s) during the standard school year. Nutrition education activities should be submitted to DCPS for review no fewer than 30 days prior to planned implementation date.
7. FSMC shall perform marketing and communications activities for any public-facing initiatives serviced by FSMC at the direction of FNS. These activities will take place from time-to-time.
8. Any nutrition education component required for federal meal program compliance shall be furnished and executed solely by the FSMC.
9. FSMC agrees to assume primary responsibility for the following marketing assets for use in the promotion of the food service program and any public-facing initiatives serviced by the FSMC at the direction of DCPS. In the event the FSMC is unable to fulfill this responsibility, or if marketing quality would benefit from transfer of responsibility to DCPS, it may transfer primary responsibility to DCPS with DCPS approval. DCPS agrees to provide secondary responsibility at all times and will make available one point of contact with professional expertise pertinent to school nutrition program marketing and promotion. DCPS may also assume primary responsibility of any marketing asset or activity at any time at its sole discretion. Primary responsibilities are as follows:

Marketing Asset	Responsible party or parties
Flyers and Posters – Graphic Design	FSMC(s)
Flyers and Posters – Printing	FSMC(s)

Digital Communications – Graphic Design and Language for Routine Program Announcements	FSMC(s)
Digital Communications – Graphic Design and Language for Irregular Program Changes and Announcements	DCPS
Signage – Graphic Design	FSMC(s)
Signage – Printing	FSMC(s)
Social Media – Graphic Design and Language	FSMC(s)
Social Media – Social Media Publication Calendar	FSMC(s)
Traditional Media – Television, Print, Radio	DCPS

10. The cost of marketing, communications, and nutrition education is to be included in the FSMC invoice and in accordance with their respective CLIN's.
11. FSMC in collaboration with FNS and partners, shall participate in the facilitation of the School Food Collaborative (SFC) through recruitment of students, teacher, parents and administrative staff to assist in menu planning, taste testing, surveys, enhancement of the eating environment, program promotion, and related student-community support activities per 7 CFR Part 210.16(a)(8). SFA is responsible for scheduling periodic meetings with the SFC. FSMC will assist in promotion and facilitation of meetings as directed by FNS.

C.7.4 STAFFING

1. FSMC shall recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the DCPS staff.
2. FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of DCPS' premises, as established by DCPS and furnished in writing to the FSMC.
3. FSMC shall provide DCPS with a list of its personnel policies and employee handbook.
4. DCPS shall provide the FSA with an initial staffing guide with minimum requirements for the start of the contract. Any decreases of school food service personnel must be approved by DCPS.
5. In the event of a FSMC transition, before the FSMC may provide services to DCPS, and in the spirit of valuing the existing workforce, the FSMC shall first offer incumbent management personnel an opportunity to compete for a similar position on the same terms and conditions as their current employment.

6. FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits throughout the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by DCPS. The FSMC shall provide the DCPS with written notice of any increases in employee positions, hours, wages, and benefits. DCPS shall review and give consent to all management/supervisory staff hired during the term of the agreement. FSMC are not obligated to honor any existing collective bargaining agreements toward the fulfillment of this agreement.
7. FSMC shall be fully staffed at all times for the efficient and effective production, distribution, and service of meals in accordance with the requirements of the contract and in accordance with the staffing schedule in each school supplied at the execution of the contract. Additionally, FSMC must maintain a sufficient pool of trained workers to supplement site staff as needed to account for all daily work absences and vacancies. If a school-based vacancy arises and FSMC is unable to fill the position from the existing labor pool within two operating days, FSMC shall utilize DCPS security-cleared temporary services and staff until a permanent food service worker (FSW) is hired. All FSW vacancies shall be filled within a two-week timeframe. FSMC shall promote internally whenever possible and provide opportunities for development for all FSW positions. FSW positions shall not be filled by management staff while vacant, this removes management staff from their regular duties. Temporary staffing must be DCPS security cleared prior to arrival at any school for work.
8. FSW shall be expected to have basic written and verbal skills, basic computer skills, and have passed ServSafe or other national industry-recognized food safety exam.
9. In the event of the removal or suspension of any employee, FSMC shall immediately restructure its staff without disruption in service.
10. All food service personnel assigned to each school shall be instructed in basic equipment troubleshooting, and on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
11. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
12. FSMC shall provide daily, on-site supervisory personnel dedicated solely to DCPS, for the overall food service program.
13. FSMC shall provide a point of contact for all Information Technology concerns pertaining to any internal business needs required to fulfill its contract with DCPS.
14. FSMC shall be responsible for supervising and training all personnel. Supervision activities include employee and labor relations, personnel development, culinary training, hiring and termination of FSMC staff. All training shall be delivered by DCPS-approved trainers, either mobile or site-based and all training materials shall be approved by DCPS. All FSW staff shall receive training or other validation for each functional area of their employment.

15. FSMC shall ensure that training requirements are in accordance with the Professional Standards for school nutrition professionals outlined in the Healthy, Hunger-Free Kids Act of 2010 (HHFKA), which requires a minimum amount of annual training hours for all staff.
16. Following training, all attending staff shall be given a means to provide feedback to the FSMC on the training program and an opportunity to demonstrate what he/she has learned within 90 days of completion. This feedback should be maintained along with all training materials and sign-in sheets for a period of five years from the date of creation.
17. Continuing education and professional development for all FSMC Food Service personnel shall include quarterly training in, but not limited to, the following areas:
 - a. New recipes.
 - b. Production records.
 - c. Portion control.
 - d. Food safety.
 - e. Program updates; and
 - f. Customer service skills.
18. The FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:
 - a. Collection and use of data,
 - b. Effective public notification systems,
 - c. Complaint procedures,
 - d. Compliance review techniques,
 - e. Resolution of noncompliance,
 - f. Requirements for reasonable accommodation of persons with disabilities,
 - g. Requirements for language assistance,
 - h. Conflict resolution, and
 - i. Customer service.
19. FSMC shall provide quarterly training compliance reports for all staff in accordance with USDA Professional Standards for all School Nutrition Employees.
20. FSMC shall configure school staffing to ensure that the number of employees on hand shall be such as to avoid delay in service of meals to the students.
21. FSMC shall provide DCPS with schedule of employees, positions, assigned locations, and hours to be worked, three (3) full calendar weeks prior to the commencement of operation. Schedules shall comply with DCPS requirements for staffing levels at each school. FSMC shall maintain their own personnel and fringe benefits policies for its employees.
22. All employees are expected to meet the standards for employment in DCPS and in accordance with the Hiring and Continuing Education Requirements effective July 1, 2015, per USDA Professional Standards for all School Nutrition Employees, including but not limited to submitting to and passing DCPS-administered background checks. Any employee who fails to pass pre-employment tests, including but not limited to,

background checks, TB tests, drug tests, etc., shall be subject to immediate termination. Any employee who has not cleared the pre-employment tests shall not be allowed to work in any DCPS facility.

23. FSMC shall ensure that employees clear background checks on each two-year anniversary following their last background check. FSMC shall keep current a schedule of background checks and schedule them with DCPS accordingly.
24. FSMC shall ensure that employees have sufficient uniforms which comply with applicable food service regulatory requirements for health and safety including but not limited to hair restraints and slip resistant shoes, and that employees report to work daily in a clean uniform in good condition. The cost of uniforms is to be included in the FSMC firm fixed unit charge.
25. FSMC shall develop and implement a progressive discipline procedure for FSW staff, a standard operating procedure for each FSW and management position, adapted for each school setting, and a performance rubric for each position.
26. DCPS shall request in writing discipline for any employee of the FSMC who violates health requirements or conducts himself/herself in a manner, which is detrimental to the wellbeing of the students, consistent with DCPS personnel policies. Discipline in this nature is serious and shall abide by the highest levels of appropriate discipline procedures as accepted by DCPS in this contract.

C.7.5 POSITION SPECIFIC RESPONSIBILITIES

1. “Area Directors” or “Field Managers” shall be responsible for supervising of a cluster(s) group of schools. It is expected that Field Managers shall have at least three years of managing multi-unit schools, restaurants, or other food service facilities. Field Managers shall have intermediate knowledge of the MS Office suite and have intermediate general computer skills.
2. Field Managers shall be responsive and accountable to DCPS Operations staff in an employee-employer relationship, respectively.
3. Field Managers shall visit each cluster(s) a minimum of two times per week. FSMC shall provide a monthly report demonstrating fulfillment of this requirement listing the supervisory staff member making the visit, and the time and place of each visit occurred.
4. If a Field Manager is unavailable to perform his/her assigned duties and supervision of schools due to illness, vacation, or separation from company the FSMC is still required to provide proper coverage of all assigned schools during the Manager’s absence. A permanent replacement of a displaced Field Manager shall be made within 30 days of separation from the FSMC’s employment.
5. Field Managers are required to:
 - a. Perform accountability checks.
 - b. Fill staffing vacancies and provide substitute employees to cover work absences.

- c. Perform staff evaluations.
 - d. Complete required Operations Site Reviews at each school under their supervision and in accordance with FNS requirements.
 - e. Report and verify equipment malfunctions and service.
 - f. Ensure product quality.
 - g. Ensure staff are trained on and follow all recipes.
 - h. Have a thorough understanding of components of a reimbursable meal under all programs DCPS operates and ensure that appropriate food service staff are trained on recognizing what makes up a reimbursable meal under all programs DCPS operates.
 - i. Ensure that all food is served at proper temperature, proper portions are served, and proper presentation is met.
 - j. Ensure that line service is fast and friendly and that counting procedures are followed resulting in accurate claims.
 - k. Assist and coordinate food quality surveys and tastings as specified by DCPS.
 - l. Ensure appropriate customer service policies are being followed.
 - m. Maintain open lines of communication with school Principals and Administration and update them on all personal changes, menu changes and operational issues; and
 - n. Respond to all requests and address all concerns from DCPS Staff in a timely, thoughtful, and accurate manner.
 - o. FSMC is to ensure that proper accountability measures are performed, monitored, and recorded daily at all school feeding sites as specified by USDA Standards and OSSE.
6. Failure to properly account for, or make corrections to, schools found in violation by SFA, OSSE, or USDA can result in loss of reimbursement funds to DCPS as specified under USDA guidelines.
 7. If the FSMC fails to use proper accountability procedures, FSMC can be required to pay for these losses via a line-item credit to the subsequent month's invoice to DCPS; and failure to institute corrective measures in schools found in violation shall be considered a violation of the terms of this agreement and shall result in termination of the FSMC.
 8. FSMC must provide DCPS with a nutrition professional who is licensed or can obtain licensure in the District of Columbia.

C.8 USE OF ADVISORY GROUP/MENUS

1. DCPS is responsible for the formation, establishment of, and scheduling of periodic meetings of a School Food Collaborative (SFC) composed of FSMC and SFA staff, students, teachers, parents, school leaders, administrative staff, and community stakeholders to assist in menu planning, taste testing, surveys, enhancement of the eating environment, program promotion, and related student-community support activities. FSMC is responsible for participating in the facilitation of the SFC as determined by the SFA including but not limited to recruitment of participants, menu planning, taste testing, surveys, enhancement of eating environment, program promotion, engagement facilitation, and related student-community support activities.

2. DCPS received permission from OSSE to request the menus from the FSMC. FSMC is required to submit a 21-day cycle menu for each feeding program (i.e., breakfast, lunch, supper, after-school snack). Menus must be in compliance with the Child Nutrition meal pattern for each feeding program and the requirements of the D.C. Healthy Schools Act and its subsequent amendments. The FSMC must comply with the 21 day cycle menu submitted for the first 21 days of the meal service; thereafter, changes may be made with the approval of the SFA. The SFA shall approve menus no later than four weeks prior to service. FSMC proposals must identify if they plan to change the 21-day menu included in the RFP. If so, the FSMC must identify how it will change the menu and the financial impact to revenues and expenses.

C.9 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

RESERVE

C.10 FARM TO SCHOOL

1. The FSMC agrees to serve locally grown or raised unprocessed foods from growers engaged in sustainable agriculture practices whenever possible, and at minimum once daily.
2. The FSMC will provide a quarterly summary report, stating which farm supplies the locally grown or raised agricultural products, amount, and type purchased for that period.

C.10.1 Menu Planning

- a. DCPS shall require the FSMC to have a contact person designated to work with the program engagement committee to communicate the local products that can be placed on the menu. Meetings will be set up at least quarterly so local product menu needs can be met.

C.10.2 Programming

- a. As feasible, DCPS hopes to coordinate staff and student visits to farms. Educational opportunities may be tailored to the interest level and capacity of each farmer.
- b. The FSMC will visit SFA cafeterias, classrooms, and/or the school garden at least once annually to promote the importance of farming and agriculture with students.
- c. The FSMC will host at least one educational session for SFA families and community members annually.
- d. The FSMC will support SFA by providing materials, data, and/or staffing for implementing waste audits or other hands-on educational activities related to food waste education and work with SFA to implement at least two strategies recommended by the waste audit report or findings.

C.10.3 Marketing

- a. The FSMC will provide SFA with materials (menus, posters, displays, etc.) providing information about the farm/farmers/school garden from which food was source.
- b. The FSMC will provide SFA with information highlighting nutrition, agriculture, and food system careers to showcase career opportunities within food-related fields.

C.11 FSMC'S RESPONSIBILITY TO PROVIDE QUALITY ASSURANCE

C.11.1 HACCP Standards

The FSMC shall maintain an in-house HACCP continuous quality control program for the inspection and monitoring of incoming ingredients against specifications and grade and microbiological standards. The program must extend to the finished products, not just ingredients alone.

C.11.2 The FSMC shall develop and maintain a program for warehousing and distribution to ensure the following:

- a) Usage of first-in-first-out principles.
- b) Product shelf life is monitored.
- c) Items are free of damage.
- d) Correct items and quantities are selected and provided.
- e) Customer satisfaction is monitored.
- f) Product discrepancies and complaints are resolved, and corrective action is initiated.
- g) Supplier of Federal Drug Administration (FDA) initiated food recalls are promptly reported to the SFA, and alternative menu items will be provided by the FSMC as necessary.
- h) Compliance with Environmental Protection Agency (EPA) and Office of Safety and Health Administration (OSHA) requirements; and
- i) Salvaged items or products are not to be used.

C.11.3 A written copy of the HACCP plan must be on-site at each service site.

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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 July 2010. (Attachment J.1)

D.2: GENERAL CONDITIONS

D.2.1 DELIVERY REQUIREMENTS

1. The FSMC shall provide only items and quantities ordered by the SFA and as specified under Section C of the contract.
2. Meals shall be provided daily to each of the locations and times listed in Schedule A.
3. The FSMC shall place all deliveries in a location assigned by person(s) designated by the SFA. Deliveries will not be accepted at the entrance of the facility unless approved by the SFA. Refrigerated items must be placed in the refrigerator or freezer, and not left on the floor of the kitchen area or outside of the designated area.
4. The FSMC shall be responsible for providing all meals and products at the specified time. Adequate refrigeration or heating shall be provided during delivery, preparation, storage, and service of all food to ensure the safeguard of food in accordance with State or local health codes. Delivery vehicles shall be maintained to meet required regulatory sanitation standards.
5. The SFA reserves the right to add or delete sites so long as that addition or deletion does not result in a material change (i.e., the value of the additional goods will not exceed 10% of the value of the contract). This shall be done by amendment of Schedule A. Deletion or addition of schools shall be made not less than one week prior to the required state of service. Any change in transportation cost that occurs as a result of adding or deleting schools shall be negotiated and noted in the modification. The FSMC's invoice shall show the cost as a separate item for that school.
6. Any deviations from the requirements including package size and content by the FSMC may be allowed only upon written request from the SFA.
7. If utilizing unitized meals, the FSMC shall not change the package size or content without obtaining written approval from the SFA.
8. The FSMC shall ensure all refrigerated food is kept at an internal temperature of 40° Fahrenheit or below.
9. The FSMC shall ensure all frozen food items are kept at zero degrees Fahrenheit or below. Frozen products must not show evidence of thawing or re-freezing, freezer burn, or any off color or odors.
10. Unless otherwise specified in this bid, each case, crate, barrel, or package delivered under this contract must be plainly stencil marked or securely tagged stating the FSMC's name and purchase order number. Failure to comply with these instructions shall place the material at the FSMC's risk.

11. If a meal service cannot be fulfilled for any reason, the FSMC shall immediately notify the SFA's designated representative. The FSMC shall provide SFA with the reason. If the reason is accepted, the SFA designee shall give the FSMC an alternate meal service time, which shall satisfy the needs at the site(s) missed in the meal service. The FSMC shall be required to provide only quantities for which an order was made by SFA prior to meal service.
12. Fluid milk delivered shall have an expiration date on each carton container. The expiration date shall exceed at least five (5) days beyond the day of delivery.
13. Juices delivered shall have the Best Used By date on each carton container. The date shall exceed at least ten (10) days beyond the day of delivery.
14. The FSMC shall not schedule deliveries to DCPS on Saturday, Sunday, or on school and legal holidays unless specified otherwise.
15. Once an official public announcement of system-wide closing of schools due to inclement weather is made, all meal service scheduled to DCPS for that day (s) shall be automatically cancelled and DCPS shall not assume responsibility for meals. In such circumstances, DCPS shall have the right to adjust meal service plans at its discretion.
16. When schools are closed for snow or other emergencies requiring short notice, the FSMC shall call the Program Designee for the disposition of orders.
17. Delivery or performance shall be made only as authorized in accordance with the Ordering Clause (G.10). If DCPS urgently requires delivery before the earliest date that delivery may be specified under the contract, and if the FSMC shall not accept an order providing for the accelerated delivery, DCPS may acquire the urgently required goods or services from another source.
18. There is no limit on the number of orders that may be issued. DCPS may issue orders requiring delivery to multiple destinations or performance at multiple locations.
19. Any order issued during the effective period of the contract and not completed within that period shall be completed by the FSMC within the time specified in the order. The contract shall govern the FSMC and DCPS' rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that that the FSMC shall not be required to make any deliveries under the contract after the expiration of the contract.

D.2.2 EMERGENCIES

1. In the event of unforeseen emergency circumstances, the FSMC shall immediately notify the SFA by telephone to the assigned DCPS designee (to be determined at implementation) of the following:
 - a. The impossibility of on-time meal service.
 - b. The circumstance(s) precluding meal service; and
 - c. A statement of whether or failing meal services shall be affected.
2. No payments will be made for deliveries made that do not satisfy the needs of the meal service required.

3. Emergency circumstances at the school precluding the utilization of meals are the concern of the SFA. The SFA may cancel orders provided it gives the FSMC at least 48-hour notice.
4. FSMC shall have effective contingency (resource readiness including staff and facilities) plans for food recalls, inclement weather, security, or any other unforeseen event.
5. FSMC shall be prepared for the portability of meals in the event an emergency. Emergency meals may be required in the event of early dismissal, closure due to weather impacts, public health emergency, impacts or, other acts of God.
6. In the event of school closures or students transitioning to a virtual posture due to public health or other emergencies, the SFA's needs will change with respect to quantities needed and may change with respect to delivery times and packaging. The quantities estimated in the pricing sheet are based on in-person meal service, which the SFA hopes will be the predominant form of meal service for the base year and all option years. The SFA will communicate any change in plans to the FSMC within 24 hours of being informed by the District government. Portable emergency meals shall be invoiced according to the CLIN associated with the intended meal pattern of Breakfast, Lunch, Supper, or Snack.

D.2.2.1 Emergency Meal Specifications:

- a. Emergency meals shall follow the same menu, operating and nutritional compliance requirements of this contract, and the meal pattern associated with the intended distribution, such as Breakfast, Lunch, Supper, or Snack.
- b. Portable emergency meals may be required to be issued in multiple-day packages for virtual learners and similar situations.
- c. Portable emergency meals in single or multiple-day packages shall be issued in size and weight-appropriate packaging. Packaging may require a bag or box depending on the circumstances for issuance and shall be approved by the DCPS-FNS department in advance of issuance.

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SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the 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 July 2010. (Attachment J.1).
- E.1.2 The District, SFA, the State Agency, and the USDA reserve the right to inspect the FSMC'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 service of meals.
- E.1.3 The FSMC's facilities shall be subject to periodic inspection by USDA, District 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. Bidders shall submit their two (2) most recent health inspections.
- E.1.4 FSMC 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.

E.2 INSPECTION AND ACCEPTANCE REQUIREMENTS

E.2.1 WAREHOUSE, PREP AREA (KITCHEN), AND DISTRIBUTION FOOD SAFETY

1. The FSMC shall provide a copy of licenses and permits that are required by USDA and Federal and Local laws and regulations.
2. In the event the FSMC's license is revoked or if the FSMC receives an unfavorable rating notice in accordance with its local jurisdiction, or the FSMC's facilities are closed for health code violations, the FSMC shall notify the SFA immediately.
3. DCPS reserves the right to terminate the contract for default without advance notice in the event the FSMC is closed for the reasons cited in C.7.6.3 & E.2.1, above.
4. The FSMC shall develop and maintain a food safety program (HACCP) to ensure compliance with food handling, preparation, holding, storing and distribution industry standards.
5. The FSMC shall monitor and evaluate the food safety program listed above to ensure compliance with current Federal, State, and Local Food Safety Standards and Regulations.
6. The FSMC shall keep records of food safety inspections performed by the USDA's FSIS, and/or State/Local inspector. The records shall be made available upon request to the District Government's Health Department and to DCPS. Any findings by a USDA's FSIS, State or Local inspection of the FSMC facility that documents a critical sanitary deficiency shall be reported immediately to the SFA with an attached report of the corrective action taken within seven (7) working days from discovery.

7. The FSMC shall ensure that all products produced conform in every respect to the requirements of the Federal Food, Drug and Cosmetics Act, and grade standards of USDA that are in effect by the contract award date or become effective after contract award.
8. FSMC shall not serve foods considered to be unsafe and shall remove and dispose of said foods as required by DC health codes at no cost to DCPS.

E.2.2 STORED PRODUCTS PEST MANAGEMENT PROGRAM

The FSMC shall establish and maintain a stored products pest management program that establishes pest management practices for food and other collected non-food items. Also, the FSMC shall monitor and evaluate the program for compliance in accordance with accepted industry standards. These standards shall include but not be limited to the Code of Federal Regulations, Title 21, part 110, Good Manufacturing Practices, the Federal Drug and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

E.2.3 SUPERVISION AND INSPECTION

The FSMC shall always provide management supervision and maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products.

E.2.4 RECORD KEEPING AND REPORTING

1. Production Records and delivery tickets must be prepared by the FSMC. Production records and delivery tickets must be itemized to show the number of meals of each type prepared at or delivered to each school. Designees of the SFA at each school will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the SFA only if signed by the SFA's designee at the school. The SFA must retain a copy of all signed delivery tickets. Production Record templates must be approved by the state agency prior to use, or the FSMC may use the state agency provided template in Attachment . The FSMC is responsible for completing all portions of the production record before, during and after meal service and information must accurately reflect the number of each meal component served to students. Production records must be completed according to federal regulations.
2. The delivery ticket shall contain information in accordance with applicable Federal, state, and local regulations and shall include but is not limited to the following:
 - a. Ticket number.
 - b. Date of Delivery.
 - c. Delivery Address.
 - d. Requisition Number.
 - e. Item Type.
 - f. Item Number.
 - g. Quantity of Items Delivered.
 - h. Unit Price.
 - i. Extended Amount.
 - j. Temperature and Time When Meal Components Left Production Facility.
 - k. Temperature and Time of Meal Components in Route to Destination (if more than 59 minutes are required for delivery).

- l. Temperature and Time of Meal Components Upon Arrival and Delivery at Destination.
 - m. Carrier Operator's Name.
 - n. Name, Signature and Telephone Number of SFA designee, receiving the item; and
 - o. Acknowledgement of receiving the items by the SFA designee.
3. POS/BOH software edit checks shall be printed and signed daily by FSMC at each school site and maintained securely in the cafeteria office.
 4. Breakfast and lunch meal counts shall be inputted in full prior to printing daily.
 5. Supper and snacks edit checks shall be printed the day following service and attached to the matching breakfast and lunch edit check.
 6. If edit checks are changed to account for field trip rosters and/or meal count edits, these changes shall be relayed to the cafeteria lead and be noted on the daily edit check and daily production record, dated and initialed.
 7. A new edit check must be printed and stapled to the production records and edit check.
 8. Applicable to Non-Provision Schools: If the meals claimed exceeds the average daily attendance for any category (free, reduced, paid) on the daily edit check, the justification for the claim shall be noted on the daily edit check, dated, and initialed.
 9. Applicable to Provision/CEP Schools: if the meals claimed exceed the average daily total attendance on the daily edit check, the justification for the claim shall be noted on the daily edit check, dated, and initiated by the appropriate and designated staff.
 10. Production records shall be completed daily, signed by FSMC designee at each school site, and maintained securely in the school cafeteria office in a manner that is accessible electronically and in print, at each site.
 11. For on-site schools, "Portion prep total" shall equal the portions prepared for service; and "Portion serve reimbursable" (entrée) shall equal "reimbursable meals."
 12. Edit checks, production records and transaction logs shall be reviewed daily by cafeteria leads and weekly by FSMC management. Transaction log errors must be corrected by the FSMC or reported to DCPS by the end of the calendar week. The status of every school's production records, and edit checks shall be reported monthly to DCPS. Any errors found by DCPS shall be corrected by the FMSC in POS/BOH software dated and initialed; and, noted on the corresponding daily edit check(s) and production record(s). Updated Edit Checks are to be printed and stapled to the previous ones.
 13. The FSMC 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. The above-mentioned records must be made available to the SFA within 24 hours upon request.
 14. The books and records of the FSMC pertaining to this contract shall be available, for a period of five 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 SFA, and the Comptroller General of the United States at any reasonable time and place. Records shall be orderly, easily accessible, and explained to DCPS by FSMC as required by DCPS. Records which shall be maintained at the school site include:

- a. Production records.
- b. Daily edit checks and accountability rosters.
- c. Delivery tickets (if applicable).
- d. Dietary accommodation forms (if applicable).
- e. Completed operational/compliance review forms completed during monitoring visits; and
- f. Findings of formal and/or informal school-based audits or monitoring visits.

15. FSMC shall present a progress report to DCPS Food Services management at least monthly or as specified by DCPS. This report shall include, but not be limited to:
- a. Participation data for breakfast, lunch, and supper (week analyzed, week prior year, year to date (YTD), and last year to date (LYTD)).
 - b. Data shall be broken down by school type and program type.
 - c. School analysis for the highest participation drops year/year with action plans for improving participation rates.
 - d. A la carte, salad bar, and adult meal sales.
 - e. USDA Foods (and DOD Fresh, if applicable) usage.
 - f. Operations including Site Visit Reporting and Follow Up.
 - g. Regulatory Compliance Audit Results.
 - h. Menu and Food Quality (including local food).
 - a. Percentage and type of local foods served
 - i. Customer Satisfaction.
 - j. Community and Student Engagement activity; and
 - k. New and/or ongoing food service initiatives.
 - l. FSMC shall be provided access to all prior year and current year data needed to fulfill DCPS' reporting requirement.

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be six months from the date of award. The expected period of performance is January 1, 2024 through June 30, 2024.

7 CFR § 210.16(d) requires that any contract award based on this solicitation must include a termination clause whereby either party to the contract may cancel for cause with a 60-day notification to the other party. However, recognizing the practical difficulties that cancellation within a 60-day timeframe will impose on the District, the USDA has confirmed for the District that it may instead include a 120-day notification instead of the regulatory-required 60-day notification to meet this requirement in any contract award based on this solicitation. Accordingly, any contract award based on this solicitation will include a termination clause whereby the party to the contract may cancel for cause with a 90-day notification to the other party.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 DCPS may extend the term of this contract for a period of up to four one-year option periods, or successive fractions thereof, by written notice to the FSMC before the expiration of the contract, provided that the SFA gives the FSMC preliminary written notice of its intent to extend at least thirty days before the contract expires. The preliminary notice does not commit the DCPS 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 FSMC may waive the thirty-day preliminary notice requirement by providing a written waiver to the SFA prior to the expiration of the contract.

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

F.2.2.1 If multiple Contracts are awarded, DCPS retains the right to reassign individual schools among other FSMC at the conclusion of each contract term based on Contractor performance, substantive feedback from stakeholders as described in C.1 - Main Objectives, and/or facility updates such as modernizations, closures, consolidations, or new schools, to better serve the schools and students or interests of DCPS and the District of Columbia. This reassignment will be effectuated through a contract modification.

F.2.3 The total duration of the contract, including the exercise of any options under this clause, shall not exceed four years and six months.

F.3 DELIVERABLES UPON AWARD

F.3.1 The FSMC shall perform the activities required to successfully complete DCPS requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Item No.	Deliverable (Section)	Frequency	Format/Method of Delivery	Due Date
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1	Initial 21-day cycle menu submittal (C.8 #2)	Initially and upon any edit	Electronically	60 days prior to start of service each school year
2	Recipe Book (C.6.2)	Initially and upon any edit	Electronically	60 days prior to start of service each school year
3	Product CN Labels, PFS, or RAW (C.6.2)	As Needed	Electronically	60 days prior to start of service each school year
4	Tasting of any menu items (C.6.2)	Monthly	Electronically	60 days prior to serving
5	Proposed Menus/Menu Cycles/Proof of Compliance with menu planning regulations (C.1, C.6.2)	Initially and upon any edit	Electronically	60 days or more prior to service
6	Final Menus and Nutrition Information, Meal Ingredients, final CN Labels, and Food Origin Reports (C.1)	Quarterly (based on school calendar terms) & Summer	Electronically to FNS and Hard Copies to all Schools	5 business days or more prior to service
7	Invoice Submittals (G.2)	As Needed	Electronically	Immediately Upon Receipt Submit
8	DC Health Violations (C.6.7)	Daily	Hard Copy and Electronically	Immediately following inspection
9	Reconciliation of Meals Served (E.2.4)	As Requested	Electronically	Weekly
10	Proof of Compliance with Healthy Schools Act (C.1, Attachment D)	As Needed	Electronically	Immediately to DCPS upon Discovery
11	Food Recalls (D.2.2)	As Needed	Electronically	Immediately to DCPS upon Discovery
12	Any incidents requiring closure or non-service (D.2.2)	Monthly	Hard Copy and Electronically	For Approval to DCPS prior to execution
13	Marketing and promotions campaigns (C.7.2)	Annually, monthly or quarterly as agreed upon by DCPS and contractor(s)	Electronically and hard copy to schools	30 days prior to planned distribution
14	Accounting for USDA commodities utilized (C.1 Scope #8a & #8b)	As Needed	Hard Copy and Electronically	Immediately in writing to DCPS
15	Equipment repair needs (C.18)	Bi-Annually	Hard Copy and Electronically	60 days prior to start of service each school year
16	Fingerprinting Clearance Report (H.11)	Twice a week	Electronically	Ongoing throughout contract term
17	USDA Foods Usage Report (C.1.8.A)	Monthly	Electronically	Ongoing throughout contract term

F.3.2 RESERVE

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1 The DCPS will make payments to the FSMC, 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 including those for USDA Foods.
- 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 Weekly, FSMC shall submit a summary invoice with pdf attachments of all signed delivery tickets and/or invoices for proper review and approval before submission to the vendor portal. Account statements should also be sent monthly or as otherwise specified in Section G.2.
- G.1.4 DCPS will pay FSMC on or before the 30th day after receiving a proper invoice from the FSMC.

G.2 INVOICE SUBMITTAL

- G.2.1 The FSMC shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number, which is listed on the Contractor's profile.
- G.2.4 FSMC shall also simultaneously submit all invoice packets referenced in G.1 to the assigned DCPS Contract Administrator and Invoicing Designee for review. Payment shall be made within 30 days of DCPS submitting the invoice to DC OCFO for payment.

The address of the Contract Administrator is:

Robert M. Jaber
Deputy Chief, Food and Nutrition Services
Office of the Chief Operating Officer
1200 First Street, NE, 9th Floor
Washington, DC 20002
Robert.Jaber@k12.dc.gov

The address of the Invoicing Designee:

Steven Lenz
Manager, Finance, Strategy, and Technology
Food and Nutrition Services

Office of the Chief Operating Officer
1200 First Street, NE, 9th Floor
Washington, DC 20002
Steven.lenz@k12.dc.gov

The address of the Program Designee:

Jennifer Konish
Manager, Operations
Food and Nutrition Services
Office of the Chief Operating Officer
1200 First Street NE, 9th Floor
Washington, DC 20002
jennifer.konish@k12.dc.gov

- G.2.5 FSMC shall submit proper invoices on a monthly basis or as otherwise specified in Sections G.1-G.5.
- G.2.6 To constitute a proper invoice, FSMC shall enter all required information into the Portal after selecting the applicable purchase order number, which is listed on the FSMC's profile.
- a. FSMC name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal).
 - b. Contract number and invoice number.
 - c. Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
 - d. Other supporting documentation or information, as required by the Contracting Officer.
 - e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.
 - f. Name, title, phone number of person preparing the invoice.
 - g. 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
 - h. Authorized signature.

G.3 PAYMENT

1. Payments on Partial Deliveries of Goods

- a. Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the District if:
 1. The amount due on the deliveries warrants it; or
 2. The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

2. Payments on Partial Deliveries of Services

- a. Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:
 1. The amount due on the deliveries warrants it; or
 2. The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

3. Partial Payments

- a. Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:
 1. The amount due on the deliveries warrants it; or
 2. The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B."
 - Presentation of a properly executed invoice.

4. Payment for Reimbursable Items and Services

- a. Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses, and profit.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

- G.4.1** 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 because of the performance of this contract.
- G.4.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- G.4.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.5 THE QUICK PAYMENT ACT

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.5.1.1.1 The date on which payment is due under the terms of the contract;

G.5.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.5.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.5.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.5.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.5.1.2.1 3rd day after the required payment date for meat or a meat food product;

G.5.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.5.1.2.3 15th day after any other required payment date.

G.5.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.5.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.5.2.1.2 Notify the CO and the subcontractor(s), 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.5.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% 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 the:

- G.5.2.2.1 3rd day after the required payment date for meat or a meat product;
- G.5.2.2.2 5th day after the required payment date for an agricultural commodity; or
- G.5.2.2.3 15th day after any other required payment date.
- G.5.2.3 Any amount of an interest penalty that 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.5.2.4 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 is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.5.3 Subcontract requirements.** 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.6 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 (CO) is:

Brenda Allen
Supervisory, Contract Specialist
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: LaVeta.Hilton@k12.dc.gov

Contract Specialist:
Ms. Joan Aird
Senior Contract Specialist
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: joan.aird@k12.dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 The FSMC 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, or pursuant to specific authority otherwise included as part of the Contract.

G.7.3 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.8 CONTRACT ADMINISTRATOR (CA)

G.8.1 The Contract Administrator (CA) is responsible for the general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.8.1.1 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.8.1.2 Coordinating site entry for Contractor personnel, if applicable.

G.8.1.3 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.8.1.4 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.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the CA is:

Robert Jaber
Deputy Chief
Food & Nutrition Services
Office of the Chief Operating Officer
1200 First Street, NE, 9th Floor
Washington, DC (20002)
Tel: 202-299-2159
Email: robert.Jaber@k12.dc.gov

G.8.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications.
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

4. Authorize the expenditure of funds by the Contractor.
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.8.4 The FSMC will be fully responsible for any changes not authorized in advance, in writing by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 ORDERING CLAUSE

- G.9.1 Any supplies and services to be furnished under this contract must 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.9.2 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.9.3 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.10 COST REIMBURSEMENT CEILING

- G.10.1 Not Applicable.

G.11 HOURLY RATE CEILING

- G.11.1 Not applicable.

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

RESERVE

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.2.1 FSMC shall be bound by Wage Determination No.: CBA-October 01, 2022, through September 30, 2025, Revision No.: 0, dated 04/12/2018 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(s) 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 District of Columbia Standard Contract Provisions dated July 2010 (SCP). If an option is exercised, the Contractor(s) 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(s) may be entitled to an equitable adjustment.

H.2.2 Displaced Workers Act: FSMC must comply with the District of Columbia Displaced Workers Protection Act of 1994, D.C. Official Code § 32-101 et seq. (“Displaced Workers Act”). Under the Displaced Workers Act, the Contractor(s) must generally retain the prior Contractor(s)’s food service workers at each school where the Contractor(s) will provide food services. Respondents should review the Displaced Workers Act to determine their specific obligations under the act.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The FSMC shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The FSMC shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by a pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The FSMC shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy or other condition covered by the PPWF Act, within ten days of the notification.

H.3.4 The FSMC shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The FSMC shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The FSMC shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies

the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 RESERVED

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

RESERVED

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the FSMC, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the FSMC may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The FSMC may only withdraw a conditional offer of employment or take adverse action against an applicant for legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment.

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories.

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL

H.11.1 The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.12 AUDITS AND RECORDS

H.12.1 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.12.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-predeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in the performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.12.3 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:

- a. The proposal for the contract, subcontract, or modification.
- b. The discussions conducted on the proposal(s), including those related to negotiating.
- c. Pricing of the contract, subcontract, or modification; or
- d. Performance of the contract, subcontract or modification.

H.12.4 Comptroller General

- a. 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.

- b. 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.
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:
- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - b. the data reported.
6. Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.12.1 through H.12.5 for examination, audit, or reproduction until three 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:
- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three years after any resulting final termination settlement; and
 - b. 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.
7. The Contractor shall insert a clause containing all the terms of this clause, including this section H.12.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:
- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re determinable type or any combination of these;
 - b. For which cost, or pricing data are required; or
 - c. That requires the subcontractor to furnish reports as discussed in H.12.5 of this clause.

H.13 CRIMINAL BACKGROUND AND TRAFFIC RECORD CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

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 all positions.

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:
 - a. Drivers
 - b. Multi-unit Managers
3. The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
4. The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
5. The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:
 - a. a written authorization that authorizes the District to conduct a criminal background check;
 - b. a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
 - c. 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;
 - d. a written acknowledgment 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

- e. a written acknowledgment 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.
- f. The Contractor shall inform each applicant, employee, and unsupervised volunteer that a false statement may subject them to criminal penalties.
- g. 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. To authorize the Metropolitan Police Department (MPD), 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;
- i. 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.13.5
- j. 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;
- k. 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
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- q. 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.
- r. 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 CA's decision after his or her assessment of the criminal background or traffic record check.
- s. 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 CA's decision after his or her assessment of the criminal background or traffic record check.

- t. The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- u. Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.13.1 and H.13.2.
- v. An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- w. The CA 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 CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- x. If any application is denied because the CA 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.
- y. 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.14 PUBLICITY

H.14.1 Contractor shall not use the logo of DCPS, the District government, or any District agency in any way without first obtaining approval from the CA. In addition, the Contractor shall not use the name of DCPS, the District government, or any District agency in any statement, promotional materials (including on the Contractor's web site) or in any published materials in a manner which states or implies support for or an endorsement of Contractor by DCPS. The Contractor(s) shall at all times obtain the prior written approval from the CA before it, any of its officers, agents, employees, or subcontractor(s), 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 the contract.

H.15 FREEDOM OF INFORMATION ACT

H.15.1 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(s) receives a request for such information, the Contractor(s) shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor(s) pursuant to the contract, the CA will forward a copy to the Contractor(s). In either event, the Contractor(s) is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic

responsibility will determine the releasability of the records. The District will reimburse the Contractor(s) 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.16 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

H.16.1 During the performance of the contract, the Contractor(s) and any of its subcontractor(s) shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 et seq.

H.17 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

H.17.1 During the performance of the contract, the Contractor(s) and any of its subcontractor(s) 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.18 WAY TO WORK AMENDMENT ACT OF 2006

H.18.1 Except as described in H.8.8 below, the Contractor(s) shall comply with Title I of the Way to Work Amendment Act of 2006, effective January 1, 2018 (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. The living wage rate has been adjusted to \$13.84 per hour, effective as of January 1, 2016.

H.18.2 The Contractor(s) shall pay its employees and subcontractor(s) who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.18.3 The Contractor(s) shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor(s) to pay its employees who perform services under the contract no less than the current living wage rate.

H.18.4 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.18.5 The Contractor(s) shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor(s) who performs services under the contract. The Contractor(s) shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor(s) shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor(s) to post the Notice in a conspicuous place in its place of business.

H.18.6 The Contractor(s) 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.18.7 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.18.8 The requirements of the Living Wage Act of 2006 do not apply to:

- a. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- b. 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;
- c. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- d. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- e. 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;
- f. 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;
- g. 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. 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));
- i. 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
- j. 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.18.9 The Mayor may exempt a Contractor(s) 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.19 EQUAL EMPLOYMENT OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Chapter 60).)

During the performance of this contract, the FSMC agrees as follows:

H.19.1 The FSMC will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. The FSMC will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, disability, age, sex, or national origin. Such action shall include, but not be limited to, the following.

- Employment
- Upgrading
- Demotion or transfer
- Recruitment or recruitment advertising.
- Layoff or termination.
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship

H.19.2 The FSMC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SFA setting forth the provisions of this Equal Opportunity clause.

H.19.3 The FSMC will, in all solicitation or advertisements for employees placed by or on behalf of the FSMC, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.

H.19.4 The FSMC will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the SFA, advising the labor union or workers' representative of the FSMC's commitments under this Equal Opportunity clause. Copies of this notice shall be posted in conspicuous places available to employees and applicants for employment.

H.19.5 The FSMC will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

H.19.6 The FSMC will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the SFA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H.19.7 In the event of the FSMC's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part. The FSMC may be declared ineligible for further Government contracts, in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked, as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

H.19.8 The FSMC will include the provisions of paragraph (a) through (8) in every sub-contract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each sub-contract or purchase order as the SFA may direct as a means of enforcing such

provisions, including sanctions for non-compliance. The FSMC may request the United States to enter into such litigation to protect the interests of the United States, in the event the FSMC becomes involved in, or is threatened with, litigation with a sub-FSMC or FSMC as a result of such direction by the SFA.

H.19.9 The FSMC shall comply with FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities as follows:

- a. "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."
- b. "By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of a program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Program applicant."
- c. 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 K.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

H.20 CLEAN AIR AND WATER

H.20.1 (Applicable only if the contract exceeds \$150,000 or the SFA has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean air Act (42 U.S.C. 7401-7671q) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1367) and is listed by EPA, or the contract is not otherwise exempt.)

H.20.2 The FSMC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H.21 CLEAN AIR AND WATER CERTIFICATION

H.21.1 (Applicable only if the contract exceeds \$150,000 or the SFA has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 USC 1319 (c) (1)) and is listed by EPA, or is not otherwise exempt.)

H.21.2 The bidder certifies as follows:

H.21.2.1 Any facility to be utilized in the performance of this proposed contract has not been listed on the Environmental Protection Agency List of Violating facilities.

H.21.2.2 He will promptly notify the SFA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

H.21.2.3 He will include substantially this certification, including this paragraph (c) in every non-exempt sub-contract.

H.22 BYRD ANTI-LOBBYING AMENDMENT

H.22.1 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H.23 AVAILABILITY OF FUNDS

H.23.1 The SFA shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child Nutrition Programs including but not limited to the National School Lunch Program, School Breakfast Program, Fresh Fruit and Vegetable Program, the Child and Adult Care Food Program, and the Summer Food Service Program.

H.23.2 It is further understood that, in the event of cancellation of the contract, the SFA shall be responsible for meals that have already been assembled and provided in accordance with this contract.

H.24 DISTRICT RESPONSIBILITIES

H.23.1 District responsibilities will consist of monitoring the successful performance of this contract as outlined in the contract.

H.25 CONTRACTOR RESPONSIBILITIES

H.24.1 The Contractor's responsibilities shall be complete compliance with terms and conditions, federal, state, local, and DCPS contractual laws and regulations for the successful performance of this contract.

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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 July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “[Required Solicitation Documents](#).” Attachment J.1

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

I.3.1 The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence in accordance with the District and federal laws governing the confidentiality of records 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.

I.3.2 Contractor is required to provide an institutional service or function on behalf of DCPS under the contract. Contractor’s ability to provide such institutional service or function requires DCPS to disclose personally identifiable information from education records (“PII”) to Contractor and DCPS has determined Contractor has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”), a federal law that protects the privacy of student educational records. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), Contractor acknowledges that (i) it has been outsourced an institutional service or function of DCPS under the contract; (ii) it is considered a “school official” for purposes of providing such institutional service or function under the contract; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under the contract; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under the contract. According to 34 CFR § 99.33(a), Contractor must (1) not disclose any PII it may have access to under the contract to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) ensure that its officers, employees and agents receiving PII under the contract only use such information for purposes of providing an institutional service or function on behalf of DCPS. The Contractor, its officers, employees and agents shall be required to comply with the FERPA and District laws and regulations at all times, including when responding to subpoenas for education 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

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

1. Definitions

- a. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
- b. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
- c. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
- d. “District” – The District of Columbia and its agencies

2. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

- a. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to

reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

- b. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through the Contractor.

3. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of the Contractor's business.

3. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, 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.

5. Source Code Escrow

- a. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, 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 the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the 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.
- b. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who

shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

- c. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

6. Indemnification and Limitation of Liability

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.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense 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- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and

promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to the commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

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

B. INSURANCE REQUIREMENTS

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

project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with a minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.

6. Spoilage/Perishable Goods/Consequential Damage Coverage – The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to services performed that it carries this coverage to pay for loss to perishable goods due to the breakdown of covered equipment and/or power interruption. Specific coverage language should agree to:

- Pay for the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
 - (a) The raw materials, property in process or finished products must be in storage or in the course of being manufactured.
 - (b) You must own or be legally liable under written contract for the raw materials, property in process or finished products; and
 - (c) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.
 - (d) \$1,500,000 Limit of Insurance

7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$15,000,000 per occurrence and \$15,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

E. 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.

F. 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.

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

- H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia Public Schools

And mailed to the attention of:

Joan Aird
Office of Contracting and Acquisitions
1200 First Street, NE, 9th Floor
Washington, DC 20002
(202) 442-5128
Joan.Aird@k12.dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

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

ADDITIONAL INSURANCE INFORMATION:

- The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. The FSMC shall require all of its subcontractors to carry the same insurance required

herein. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

- The FSMC shall ensure that all policies provide that the SFA shall be given thirty 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 FSMC shall provide the SFA with ten days prior written notice in the event of non-payment of premium.
- The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent FSMC's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/person.
- The general liability 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 FSMC shall maintain Completed Operations coverage for five years following final acceptance of the work performed under this contract.
- The FSMC 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.
- The FSMC 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.
- The FSMC 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.
 1. General Liability: Enter Amount
 2. Workman's Compensation: Enter Amount
 3. Vehicle Insurance: Enter Amount
 4. Employer's Liability Insurance: Enter Amount
- The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.
- In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity

Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

A conflict in language shall be 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:

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

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

1. **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
 - a. All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - i. A description of the claim and the amount in dispute;
 - ii. Data or other information in support of the claim;
 - iii. A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - iv. The Contractor's request for relief or other action by the CO.

- b. The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - c. The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - d. The CO's written decision shall do the following:
 - i. Provide a description of the claim or dispute;
 - ii. Refer to the pertinent contract terms;
 - iii. State the factual areas of agreement and disagreement;
 - iv. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - v. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - vi. Indicate that the written document is the CO's final decision; and
 - vii. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - e. Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
 - f. If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph shall be determined within six years of the commission of the misrepresentation of fact or fraud.
 - g. Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
2. **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- a. The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - b. The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- i. Provide a description of the claim or dispute;
 - ii. Refer to the pertinent contract terms;
 - iii. State the factual areas of agreement and disagreement.
 - iv. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - v. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - vi. Indicate that the written document is the CO's final decision; and
 - vii. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- c. The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - d. Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - e. The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - f. This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
 - g. Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
 - h. Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of

final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.

- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

I.13.a 19. Non-Discrimination Clause:

- 1. The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act,” as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

2. Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination that is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer.
 - (b) recruitment, or recruitment advertising.
 - (c) demotion, layoff or termination.
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning nondiscrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the nondiscrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

- I.14.1 Any contract in excess of \$1,000,000.00 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.15 CONTINUITY OF SERVICES

- I.15.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:
- a. Furnish phase-out, phase-in (transition) training; and
 - b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.15.2 The Contractor shall, upon the CO's written notice:
- a. Furnish phase-in, and phase-out services for up to 90 days after this contract expires and
 - b. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, and phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.
 - c. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
 - d. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
 - e. Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the

agreed period after contract expiration that result from phase-in, and phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.16 ESTIMATED QUANTITIES

I.16.1 It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein that may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.17 TERMINATION

- a) The SFA or the FSMC may terminate the contract for cause or for convenience, by giving 60 days written notice.
- b) Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or for any acts not within the control of either the FSMC or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.
- c) The SFA reserves the right to terminate this contract if the FSMC fails to comply with any of the requirements of this contract. The SFA shall notify the FSMC, in writing, of specific instances of non-compliance. In instances where the FSMC has been notified on non-compliance with the terms of the contract, and has not taken immediate corrective action, the SFA shall have the right, upon written notice, to immediately terminate the contract and the FSMC shall be liable for any damages incurred by the SFA. The SFA shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- d) The SFA shall give written notice to the FSMC and terminate the right of the FSMC to proceed under this contract if the SFA finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the FSMC to any officer or employee of the SFA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the SFA makes such findings shall be an issue and may be reviewed in any competent court.

I.17.1 In the event this contract is terminated, as provided in paragraph (c) hereof, the SFA shall be entitled:

- a. To pursue the same remedies against the FSMC as it could pursue in the event of a breach of the contract by the FSMC, and

- b. As a penalty in addition to any other damages in an amount which shall not be less than three, nor more than three times the cost incurred by the FSMC in providing any such gratuities to any such officer or employee.
- c. The rights and remedies of the SFAs provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I.17.2 Termination for the Convenience of the Government:

- a) DCPS has the right to terminate the contract for the convenience of the government, DCMR 27, Section 3702 -- Termination for Convenience of the Government (Fixed-Price) (Short Form).

I.17.3 Termination for Default

- a) DCPS has the right to terminate the contract for default of the contractor on satisfactory performance in accordance with the terms and conditions of the contract, 27 DCMR Section 3710 -- Default (Fixed-Price Supply and Service) (Apr 1984).
- b) DCPS reserves the right to terminate the contract for default without advance notice in the event the contractor is closed for the reasons cited above.

I.18 SUB-CONTRACTS AND ASSIGNMENTS

- a) FSMC management subcontracting is prohibited for schools operating CACFP or SFSP.
- b) Subcontracting plans are encouraged for but not limited to local nutrition and food education programs, unprocessed or minimally processed foods, indoor/outdoor garden programs, staff development, storage, transportation, and/or waste diversion measures (i.e., share tables, on-site composting, etc.).

I.19 ECONOMIC PRICE ADJUSTMENT AND PRICE RENEGOTIATION

- I.19.1 Renegotiation of meal prices (as applicable) will not be allowed in the initial term of the agreement. Renegotiation will be allowed in the subsequent years of the agreement based on changes in meal prices (see Section F.2 for details on option years). An economic price adjustment allows the FSMC to increase their price to the SFA and allows the SFA to demand a price reduction. If the FSMC requests a price increase for meals under the agreement, the annual percentage increase must be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the applicable area (Washington D.C. area, or Southern region) for the most recent 12-month period immediately preceding the month in which the contract expires. Before any fee or price increases can be implemented, the FSMC must document through cost documentation or price analysis the need for such price increase. Any increase or decrease in price will be documented as set forth in B.2. Price increases for costs not directly related to the products (e.g., gas prices for delivery) will be considered on a case-by-case basis and may be denied.

I.20 CONSEQUENCES OF NON-COMPLIANCE

- I.20.1 FSMC shall be responsible for compensating DCPS on a per meal basis for any and all meals that do not meet program requirements, including, but not limited to:

- a. Incomplete or non-compliant meals/adult meals per federal, local and district regulations.
- b. Meals rejected as unacceptable: no payment is to be made for meals that are spoiled or unwholesome at time of delivery, do not meet detailed specifications as developed by the school food authority for each food component specified in 7 CFR 210.10, or do not otherwise meet the requirements of the contract. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.
- c. Incorrect component substitutions.
- d. Non-DCPS approved menu items or a la carte sales.
- e. Meals served through a non-compliant service model under HSA.
- f. Failure to implement any compliant service models requested by DCPS that Contractor(s) cannot reasonably document as not being feasible; and
- g. Meals that are in violation of a student's approved dietary accommodation plan.

I.20.2 Said violations shall result in the FSMC reimbursing DCPS within 30 days from the day of violation with the full per meal federal and state reimbursement. If nutritional or counting and claiming compliance or excessive or unusable USDA bonus or donated food inventories is the subject of an OSSE fiscal action, DCPS shall withhold from FSMC payment in the amount equal to the penalty. Noncompliant actions, per meal and otherwise, are to be reimbursed to DCPS in the form of a line-item credit on the subsequent month's invoice.

I.20.3 In the event of non-performance or violation or breach of the requirements by FSMC, DCPS shall also have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek appropriate remedies including, but not limited to, the withholding of partial or full payment as remediation for poor performance in the form of unrealized value of contracted services and the reassignment of school(s).

I.20.4 DCPS shall issue directives regarding any deficiencies, and the FSMC shall be obligated to rectify those deficiencies in a timely manner.

I.20.5 DCPS shall use FSMC unit price as reflected by meal category and cluster starting in Section B.2. in determining liquidated damages if compensation for non-compliance is required.

I.20.6 Deficient meal counts must be calculated against the meal cost per cluster to determine amount owed to DCPS. The FSMC shall reflect the breakout of the calculated amount by CLIN category (reference Section B.2) to ensure correct reimbursement or credit activity is recorded.

I.20.7 Non-compliance appeals shall be handled according to applicable law and policy.

I.21 GOVERNING LAW

I.21.1 The contract, and any disputes arising out of or related to the contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.22 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: OCA ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. *[However, include ONLY J.1, J.2, J.5 and J.6 in the final contract.]*

Attachment Number	Document	To Be Submitted with Bid
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on “Solicitation Attachments”	No
J.2	U.S. Department of Labor Wage Determination NO.: 2015-4281, Revision No.: 24, Date of Revision 6/27/2022	No
J.3	Wage Determination No.: CBA-October 1, 2022, through September 30, 2025	No
J.4	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”	Yes
J.5	Department of Employment Services First Source Employment Agreement	Yes
J.6	Way to Work Amendment Act of 2006 - Living Wage Notice	No
J.7	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet	No
J.8	Tax Certification Affidavit, www.ocp.dc.gov	Yes
J.9	Certificate of Clean Hands	Yes
J.10	Subcontracting Plan (if required by law) available at www.ocp.dc.gov click on “Solicitation Attachments”	Yes
J.11	First Source Initial Employment Plan (if contract is \$300,000 or more)	Yes
J.12	Bidder/Offeror Certification Form available at http://ocp.dc.gov , click on “Solicitation Attachments under Quick Links click on “Required Solicitation Documents”	Yes
J.13	Certificate of Insurance (Section I.8)	Yes
J.14	Cost/Price Certification and Data Package	Yes
J.15	Past Performance Questionnaire	Yes

NOTE 01: Use the link <https://ocp.dc.gov>, to obtain and complete all listed mandatory attachments following the instructions thoroughly.

NOTE 02: Contractors shall submit documents with their proposals that denotes “Yes” at the right Column.

NOTE 03: Past Performance Questionnaire **SHALL** be completed and submitted with the proposal.

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1.1 Definitions. As used in this provision:

K.1.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.1.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The Contractor’s policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section *K.1.2(1)* of this clause.
- (4) Notify such employees in writing in the statement required by section *K.1.2(1)* of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under section *K.1.2(4)(b)* of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.
- (6) Within 30 days after receiving notice under section *K.1.2(4)(b)* of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through the implementation of section *K.1.2(1)* through *K.1.2(6)* of this clause.

K.1.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.1.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections *K.1.2* or *K.1.3* of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

ATTACHMENT F: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement.
2. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
3. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to closure of the bid period, directly or indirectly or indirectly to any other bidder or to any competitor.
4. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
5. Each person signing this bid certifies that:
6. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a) (1) through (a) (3) above; or
7. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify: and he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

Signature:

Selena Y. Cuffe

Food Service Management Company's Authorized Representative

Selena Cuffe, President, SodexoMagic, LLC

12/7/2022

Title

Date

In accepting this bid, the SFA certifies that the SFA's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.

Authorized SFA Representative

(Accepting a bid does not constitute acceptance of the contract.)

Note: SFA and Bidder shall execute this Certificate of Independent Price Determination.

ATTACHMENT E: DEBARMENT & SUSPENSION

Special Note: Regulations in 2 CFR 180.300 provide SFA's with three options for obtaining satisfaction that prospective FSMCs are not suspended, debarred or disqualified, including: (a) Checking www.sam.gov. When exercising this option, school districts should ensure they document that the bidder/offeror was checked against the system; or (b) Collecting a certification from that person if allowed by this rule; or (c) Adding a clause or condition to the covered transaction with that person.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should be proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

**Form AD-1048
(6/04)**


OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: SodexoMagic, LLC	PR / Award Project Number Name: GAGA-2022-R-0385
Name of Authorized Representative: Selena Cuffe	Title: President, SodexoMagic, LLC
Signature: 	Date: 12/7/2022

ATTACHMENT G: PERMANENT CERTIFICATION REGARDING LOBBYING

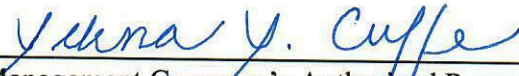
Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- ❖ No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- ❖ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- ❖ The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Food Service Management Company's Authorized Representative

Selena Cuffe, President, SodexoMagic, LLC

12/7/2022

Title

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete This Form to Disclose Lobbying Activities Pursuant To 31 U.S.C. 1352

Type of Federal Actions:	Status of Federal Actions:	Report Type:	
<input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Bid/Offer/ Application	<input checked="" type="checkbox"/> Initial Filing	
<input type="checkbox"/> Grant	<input checked="" type="checkbox"/> Initial Award	<input type="checkbox"/> Material Change	
<input type="checkbox"/> Cooperative Agreement	<input type="checkbox"/> Post-Award	<input type="checkbox"/> Post-Award	
<input type="checkbox"/> Loan		For Material Change Only:	
<input type="checkbox"/> Loan Guarantee		Year:	Quarter:
<input type="checkbox"/> Loan Insurance		Date of Last Report:	

4. Name and address of Reporting Entity:
 Prime Sub-awardee Sodexo Operations, LLC, on behalf of itself and all its subsidiaries.
 Tier _____, if known: 9801 Washingtonian Blvd.,
 Congressional District, if known: Gaithersburg, Maryland 20878

5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime:
 Congressional District, if known: N/A

6. Federal Department/Agency: U.S. Congress, Department of Defense, White House, EPA, USDA, Department of Labor

7. Federal Program Name/Description: _____ **CFDA Number, if applicable:** _____

8. Federal Action Number, if known: Unknown

9. Award Amount, if known: \$ Unknown

Attach Continuation Sheet(s) SF-LLL-A, If Necessary

11. Amount of Payment (check all that apply)
 \$ _____
 Actual Planned

12. Form of Payment (check all that apply)
 a. Cash
 b. in-kind, Specify: Nature Value

13. Type of Payment (check all that apply):
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other; specify: In House Government Affairs Department

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted for payment indicated in item: Sodexo has not conducted any lobbying activities related to this or any other federal contract. Lobbying activities focus on general issues being addressed by the federal government.
Attach continuation sheet (s) SF-LLL, if necessary

15. Continuation Sheet(s) SF-LLL-A attached Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Selena Y. Cuffe

Print Name:

Selena Cuffe

Title:

President, SodexoMagic, LLC

Telephone No:

310-246-6120

Date:

12/7/2022

**INSTRUCTIONS FOR COMPLETION OF SF-LLL
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Items 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Request for Proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). In Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Items 4 or 5.
10.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503