



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BILATERAL MODIFICATION

1. CONTRACT NO: GAGA-2012-C-0057A	2. CONTRACT DATE:	3. MODIFICATION NO: 1	4. MODIFICATION DATE:
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5. CAPTION:

6. ISSUED TO: (Contractor) Compass Group USA by and through its Chartwells and SSC Division 3 International Drive Rye Brook, New York 10573 914-935-5300	7. ISSUING OFFICE: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, NE Washington, DC 20002 442-5111
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8. PROGRAM OFFICE: Office Early Childhood Education

In accordance with Article 16, Changes, of the Standard Contract Provisions for use with the District of Columbia Supply and Services Contracts, dated March 2007, the contract hereby modified as follows:

1. The revised base year contract amount of \$28,395,576.76 is pursuant to the DCPS Office of Food Services revised contract plan for summer school requirements for summer 2012 and the contractor's revised BAFO for the Base Year dated 6/27/12 (attachment B).
2. The annual cost reimbursement amount of \$1,240,840.48 cited in Sections B.6 and B.11 is added to the revised Base Year amount of \$28,295,576.76 for a new total of \$29,636,417.24
3. The Option Years 1-4 remain unchanged.
4. In Section B.6 and B.11 delete "The Cost Reimbursement shall not exceed \$11,596.64 per school".
5. In Section F.1.2 Delete "The Fixed Price amount is \$29,395,576.76" , Insert the Requirements Contract Fixed Unit Price estimated amount is \$28,395,576.76.

ALL OTHER CONTRACT TERMS AND CONDITIONS REMAIN UNCHANGED

10. AMOUNT OF MODIFICATION : \$1,240,840.4	CURRENT VALUE OF CONTRACT: \$29,636,417.00
CURRENT COMPLETION DATE: June 30, 2013	

11 CONTRACTOR

By: *Nancy Quinn* Name: Nancy Quinn Date: July 2, 2012  
Signature of Authorized Representative Title: Vice President - Chartwells

12. ACCEPTANCE BY THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

*Dennis Boyer* Name: \_\_\_\_\_ Date: 7/24/12  
Signature Title: \_\_\_\_\_

Case File Contractor PSD *Per City Council Approval*  
Using Agency on 7/23/12



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

ISSUED BY: Office of Contracts and Acquisitions (OCA)
ADDRESS: 1200 First Street, 11th Floor, Washington, DC 20002

CONTRACT NO: GAGA-2012-C-0057A
SOLICITATION NO: GAGA-2012-R-0057
PROGRAM OFFICE: Office of Food and Nutrition Services
CAPTION: Food Service Management Company Services

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Table with 8 columns: SEC., DESCRIPTION, PAGE(S), SEC., DESCRIPTION, PAGE(S). Rows include PART I - The Schedule, PART II - Contract Clauses, PART III - List of Documents, Exhibits and Other Attachments, and PART IV - Representations and Instructions.

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:
PURCHASE ORDER NUMBER:

CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)
Contractor's Name: Compass Group USA by and through its Chartwells and SSC divisions
BY: Keith T. Cullinan
Keith Cullinan, President
Signature of Authorized Representative
President
Title
6/27/12
Date
3 International Drive, Rye Brook, New York, 10573
Mailing Address of Contractor
914.935.5300
Office No.
Cellular No.
e-mail: Keith.Cullinan@compass-usa.com

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

Contracting Officer: Glorious Bazemore
Date: 7/24/12
Type or Print Name

The information contained in the box below is for District of Columbia Public School use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.

PERIOD OF CONTRACT:
From: From Date of Award through June 30, 2013
CONTRACT AMOUNT: \$28,395,576.76

Per City Council Approval 7/23/12

## SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Public Schools (DCPS), Office of Food and Nutrition Services requires a Food Service Management Company (FSMC) to prepare, furnish and to deliver high quality food services products and services to School Sites.
- B.1.1 The Contractor(s) and DCPS shall mutually agree on the annual operating budget and determine the appropriate program financial performance annually if DCPS, at its sole discretion, should choose to exercise its option to extend the contract for any of the four option years.
- B.2 The Contractor must conduct all program operations in accordance with all applicable Federal regulations, including, but not limited to, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 3016.36, 3016.60, 3019.40, and FNS (USDA) 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 of 2010 as amended, the Healthy Hunger Free Kids Act of 2010 and all State Agency memorandum and requirements. It is the duty of the FSMC to apprise themselves with the requirements of DCPS Food Services and the District of Columbia Municipal Regulations 27 (DCMR 27).
- B.3 AWARD OF CONTRACT:
- B.3.1 The contract is being awarded to the responsive and responsible offeror(s) whose offer is the most advantageous to the DCPS, price and other factors considered and pursuant to the Request for Proposal GAGA-2012-R-0057; Amendment No(s): 1 through 14; Contractors proposal dated April 10, 2012 and the Best and Final Offer dated May 22, 2012.**
- B.3.2 The DCPS is awarding a fixed unit price per meal requirement contract with a cost reimbursement component for maintenance, repair and replacement of all equipment.
- B.3.2.1 This space is intentionally left blank.
- B.3.2.2 Contractor(s) shall be reimbursed for the Fresh Fruit and Vegetable Program (FFVP) operational and administrative expenses by invoicing a monthly cost reimbursement less than or equal to the total FFVP grant allocation for the applicable schools. Contractor shall submit monthly program invoices with their invoice to DCPS to substantiate the cost figure.
- B.3.2.3 Contractor(s) shall be responsible for the maintenance, repair, and replacement of all equipment. A plan for how the Contractor(s) will maintain, repair, or replace equipment at all schools serviced should be included in the proposal. The overview should address the following elements:
- B.3.2.3.1 Initial equipment assessment
  - B.3.2.3.2 Replacement plan/timeline
  - B.3.2.3.3 Brand(s) and models of equipment to be purchased
  - B.3.2.3.4 Purchasing process
  - B.3.2.3.5 Removal and installation process
  - B.3.2.3.6 Warranty, maintenance, and inventory management reporting

**B.4**      **THE CONTRACTOR(S) SHALL PROVIDE SERVICES AT THE SCHOOL SITES AND PRICE DELINEATED AS FOLLOWS:**

**B.5**      **PRICE SCHEDULE/PRICE SCHEDULE:**

B.5.1      DCPS shall not pay any fees, costs, or charges not clearly identified and accepted and pursuant to the Contractor(s) Best and Final Offer any subsequent executed food service contracts between selected Contractor(s) and DCPS.

B.5.1.1    Allowable costs for the cost reimbursable elements of this contract will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to the received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowed portion of the costs billed to the school food authority.

B.5.1.2    Contractor(s) shall provide sufficient information for the cost reimbursable portion of the contract to permit DCPS to identify allowable and unallowable costs and the amount of such discounts, rebates and credits on invoices and bills presented for payment. The contractor's determination of allowable costs must be in line with applicable Departmental and Program regulations and the District of Columbia Municipal Regulation 27 (DCMR 27).

B.5.1.3    The Contractor(s) shall provide fixed-unit price-meal pricing for the following meals/meal equivalent.

B.5.1.3.1   Cafeteria breakfast

B.5.1.3.2   Breakfast in the classroom

B.5.1.3.3   Grab and go breakfast

B.5.1.3.4   Cafeteria lunch

B.5.1.3.5   Early Childhood family style lunch

B.5.1.3.6   Afterschool supper

B.5.1.3.7   Afterschool snack

B.5.1.3.8   Summer food service, breakfast

B.5.1.3.9   Summer food service, lunch

B.5.1.3.10   Adult meals, breakfast

B.5.1.3.11   Adult meals, lunch

B.5.1.4    This list may be modified by DCPS as necessary. The unit costs for each meal category under this contract are as follows:

		BASE YEAR			
CLIN	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	
1001	Cafeteria Breakfast	475718	each	\$2.29	
1002	Breakfast in the Classroom	2186440	each	\$2.29	
1003	Grab and Go Breakfast	314470	each	\$2.29	
1004	Cafeteria Lunch	4186408	each	\$3.82	
1005	Early Childhood Family Style Lunch	132736	each	\$3.82	
1006	Afterschool Supper	1251580	each	\$3.82	
1007	Afterschool Snack	15555	each	\$0.92	
1008	Summer Food Service, Breakfast	0	each	\$2.25	
1009	Summer Food Service, Lunch	0	each	\$2.25	
1010	Adult Meals, Breakfast	231	each	\$2.29	
1011	Adult Meals, Lunch	4745	each	\$3.82	

		OPTION YEAR 1			
CLIN	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	
1001	Cafeteria Breakfast	475718	each	\$2.35	
1002	Breakfast in the Classroom	2186440	each	\$2.35	
1003	Grab and Go Breakfast	314470	each	\$2.35	
1004	Cafeteria Lunch	4186408	each	\$3.93	
1005	Early Childhood Family Style Lunch	132736	each	\$3.93	
1006	Afterschool Supper	1251580	each	\$3.93	
1007	Afterschool Snack	15555	each	\$0.94	
1008	Summer Food Service, Breakfast	61770	each	\$2.31	
1009	Summer Food Service, Lunch	105900	each	\$2.31	
1010	Adult Meals, Breakfast	231	each	\$2.35	
1011	Adult Meals, Lunch	4745	each	\$3.93	

**OPTION YEAR 2**

CLIN	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	
1001	Cafeteria Breakfast	475718	each	\$2.42	
1002	Breakfast in the Classroom	2186440	each	\$2.42	
1003	Grab and Go Breakfast	314470	each	\$2.42	
1004	Cafeteria Lunch	4186408	each	\$4.04	
1005	Early Childhood Family Style Lunch	132736	each	\$4.04	
1006	Afterschool Supper	1251580	each	\$4.04	
1007	Afterschool Snack	15555	each	\$0.97	
1008	Summer Food Service, Breakfast	61770	each	\$2.38	
1009	Summer Food Service, Lunch	105900	each	\$2.38	
1010	Adult Meals, Breakfast	231	each	\$2.42	
1011	Adult Meals, Lunch	4745	each	\$4.04	

**OPTION YEAR 3**

CLIN	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	
1001	Cafeteria Breakfast	475718	each	\$2.49	
1002	Breakfast in the Classroom	2186440	each	\$2.49	
1003	Grab and Go Breakfast	314470	each	\$2.49	
1004	Cafeteria Lunch	4186408	each	\$4.16	
1005	Early Childhood Family Style Lunch	132736	each	\$4.16	
1006	Afterschool Supper	1251580	each	\$4.16	
1007	Afterschool Snack	15555	each	\$0.99	
1008	Summer Food Service, Breakfast	61770	each	\$2.45	
1009	Summer Food Service, Lunch	105900	each	\$2.45	
1010	Adult Meals, Breakfast	231	each	\$2.49	
1011	Adult Meals, Lunch	4745	each	\$4.16	

**OPTION YEAR 4**

CLIN	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	
1001	Cafeteria Breakfast	475718	each	\$2.56	
1002	Breakfast in the Classroom	2186440	each	\$2.56	
1003	Grab and Go Breakfast	314470	each	\$2.56	
1004	Cafeteria Lunch	4186408	each	\$4.28	
1005	Early Childhood Family Style Lunch	132736	each	\$4.28	
1006	Afterschool Supper	1251580	each	\$4.28	
1007	Afterschool Snack	15555	each	\$1.02	
1008	Summer Food Service, Breakfast	61770	each	\$2.52	
1009	Summer Food Service, Lunch	105900	each	\$2.52	
1010	Adult Meals, Breakfast	231	each	\$2.56	
1011	Adult Meals, Lunch	4745	each	\$4.28	

B.5.2 The following costs shall be included in the calculation of fixed-fee-per-meal pricing:

- B.5.2.1 Purchased food costs, including but not limited to, cost of the processed donated foods net of the value of the commodity, beverages, merchandise, and supplies and sales use and other taxes related to these purchases. A credit amount of \$0.22 has been factored in to the fixed-fee-per-meal pricing to reflect the anticipated value of commodities;
- B.5.2.2 All non-food items that are necessary for the meal to be served and eaten;
- B.5.2.3 Contractor(s) salaries, wages, taxes for employees assigned to DCPS school facilities;
- B.5.2.4 Contractor(s) salaried benefits, retirement plans and the cost of administering such plans for services for employees working at DCPS school facilities;
- B.5.2.5 Contractor(s) hourly wages and taxes for employees working at DCPS school facilities;
- B.5.2.6 Contractor(s) hourly benefits, retirement plans and the cost of administering such plans for services for employees working at DCPS school facilities;
- B.5.2.7 All insurance maintained pursuant to this contract;
- B.5.2.8 All cleaning supplies necessary to maintain sanitation of kitchen facilities;
- B.5.2.9 Uniforms and aprons;
- B.5.2.10 Kitchen small wares;
- B.5.2.11 Any District and/or federal licensing costs or fees;

- B.5.2.12 Printing expenses, including but not limited to menus and marketing materials;
  - B.5.2.13 Truck rental for transport and delivery of food or food equipment;
  - B.5.2.1.4 Office supplies for use by employees working at DCPS school facilities;
  - B.5.2.15 Postage and courier services related to DCPS school food service;
  - B.5.2.16 Marketing or promotion or proprietary materials, signage and related materials purchased on behalf of DCPS Food Services; and
  - B.5.2.17 All services related to section B.7 below.
- B.6 The Contractor(s) shall provide a fixed unit price for procurement management services and the cost of goods or services associated with repairs, maintenance, and replacement of equipment identified under the cost reimbursement component Contract Line Item Number ("CLIN") 12. The Cost Reimbursement shall not exceed \$11,596.64 per school and the reimbursement ceiling shall not exceed \$1,240,840.48 per year. DCPS shall reimburse the Contractor as applicable for each school upon receipt of the invoices.

**B.7 PRICE SCHEDULE / COST SCHEDULE**

- B.7.1 The quantities provided in Attachment J.13 are projections from 2011-12 year-to-date data. DCPS does not guarantee the actual quantities of meals nor establish any norms for stable or normal operations.
- B.7.2 This estimate is not representative of a minimum quantity order. The actual quantities of meals will depend on students' participation rates for each of the CLIN(s) for the Base Year and subsequent Option Years below.

**B.8 PRICE SCHEDULED FOR BASE YEAR REQUIREMENTS  
(SCHOOL YEAR 2012-2013) Date of Award through June 30, 2013**

	<b>Proposed (BAFO) Schools</b>	<b>Base Year Total Cost</b>
1	Adams Elementary School	\$93,538.83
2	Advanced Path Academy	\$13,418.69
3	Amidon-Bowen Elementary School	\$261,514.32
4	Anacostia High School	\$217,606.61
5	Ballou High School/Ballou STAY	\$308,914.72
6	Bancroft Elementary School	\$544,137.69



	<b>Proposed (BAFO) Schools</b>	<b>Base Year Total Cost</b>
7	Barnard Elementary School	\$524,319.88
8	Beers Elementary School	\$411,371.67
9	Benjamin Banneker High School	\$184,336.20
10	Brent Elementary School	\$146,714.07
11	Brightwood Education Campus	\$617,749.12
12	Brookland EC @ Bunker Hill	\$292,938.96
13	Browne Education Campus	\$391,259.25
14	Bruce-Monroe ES @ Park View	\$450,677.40
15	Burroughs Education Campus	\$280,980.73
16	Capitol Hill Montessori @ Logan	\$98,183.59
17	Cardozo High School @ Meyer	\$164,867.58
18	Choice Academy	\$14,639.37
19	Columbia Heights EC	\$732,205.58
20	Cleveland Elementary School	\$287,387.56
21	Coolidge High School	\$239,648.71
22	Davis Elementary School	\$206,202.85
23	Deal Middle School	\$276,854.60
24	Dunbar High School/Dunbar Pre-Engineering	\$221,249.12
25	Eastern High School	\$172,103.43
26	Eaton Elementary School	\$102,684.33
27	Eliot-Hine Middle School	\$269,219.11
28	Ellington School of the Arts	\$179,240.89
29	Ferebee Hope Elementary School	\$262,047.76
30	Francis-Stevens Education Campus	\$213,978.30
31	Garfield Elementary School	\$288,522.12
32	Garrison Elementary School	\$256,590.54
33	H.D. Cooke Elementary School	\$470,939.36
34	Hardy Middle School	\$175,682.50
35	Hart Middle School	\$402,257.72
36	Hearst Elementary School	\$97,944.27

	<b>Proposed (BAFO) Schools</b>	<b>Base Year Total Cost</b>
37	Hendley Elementary School	\$406,681.05
38	Houston Elementary School	\$272,921.97
39	Hyde-Addison Elementary School	\$97,234.53
40	J.O. Wilson Elementary School	\$469,758.71
41	Janney Elementary School	\$46,862.14
42	Jefferson Middle School/Jefferson Academy	\$182,694.76
43	Johnson Middle School	\$200,228.82
44	Ketcham Elementary School	\$283,383.65
45	Key Elementary School	\$56,601.46
46	Kimball Elementary School	\$348,641.62
47	King Elementary School	\$373,763.68
48	Kramer Middle School	\$214,898.81
49	Lafayette Elementary School	\$100,277.51
50	Langdon Education Campus	\$228,696.31
51	Langley Education Campus	\$366,690.60
52	LaSalle-Backus Education Campus	\$356,283.63
53	Leckie Elementary School	\$359,767.80
54	Ludlow-Taylor Elementary School	\$290,809.49
55	Luke C. Moore High School	\$68,594.01
56	M.C. Terrell/McGogney Elementary School	\$224,500.68
57	MacFarland Middle School	\$205,120.05
58	Malcolm X Elementary School	\$308,275.48
59	Mamie D. Lee School	\$91,600.68
60	Mann Elementary School	\$38,218.26
61	Marie Reed Elementary School	\$441,970.07
62	Marshall Elementary School	\$160,168.20
63	McKinley Technology High School	\$284,001.47
64	Maury Elementary School	\$175,094.93
65	Miner Elementary School	\$531,780.97
66	Moten Elementary School @ Wilkinson	\$356,139.05
67	Murch Elementary School	\$79,216.06

	<b>Proposed (BAFO) Schools</b>	<b>Base Year Total Cost</b>
68	Noyes Education Campus	\$308,375.63
69	Orr Elementary School	\$373,716.57
70	Oyster Elementary School	\$103,616.25
71	Patterson Elementary School	\$411,357.94
72	Peabody Elementary School	\$152,336.56
73	Phelps High School	\$202,037.17
74	Powell Elementary School	\$382,505.29
75	Prospect Learning Center	\$94,683.03
76	Randle Highland ES	\$431,844.63
77	Raymond Education Campus	\$539,085.96
78	Ron Brown Middle School	\$190,066.33
79	Roosevelt High School/Roosevelt STAY	\$179,576.69
80	Ross Elementary School	\$74,911.28
81	Savoy Elementary School	\$372,607.18
82	School Within a School @ Logan Annex	\$59,410.95
83	School Without Walls High School	\$83,946.85
84	Seaton Elementary School	\$288,735.54
85	Sharpe Health School	\$57,856.97
86	Shaw MS @ Garnet-Patterson	\$118,343.76
87	Shepherd Elementary School	\$164,356.76
88	Simon Elementary School	\$342,412.86
89	Smothers Elementary School	\$273,689.77
90	Sousa Middle School	\$279,635.17
91	Spingarn High School/Spingarn STAY	\$194,314.40
92	Stanton Elementary School	\$399,436.93
93	Stoddert Elementary School	\$94,929.28
94	Stuart-Hobson Middle School	\$248,030.45
95	Takoma Education Campus	\$345,730.07
96	Thomson Elementary School	\$349,899.64
97	Truesdell Education Campus	\$383,523.65

	<b>Proposed (BAFO) Schools</b>	<b>Base Year Total Cost</b>
98	Tubman Elementary School	\$535,505.92
99	Turner Elementary School @ Green	\$378,887.93
100	Washington Metropolitan High School	\$76,344.12
101	Watkins Elementary School	\$297,589.42
102	West Education Campus	\$219,173.21
103	Wheatley Education Center	\$521,951.93
104	Whittier Education Campus	\$355,690.00
105	Wilson High School	\$402,542.47
106	Winston Education Campus	\$305,744.71
107	Woodson High School	\$308,369.61
	<b>Total</b>	<b>\$28,395,576.76</b>

**B.8.1 PRICE SCHEDULED FOR OPTION YEAR ONE REQUIREMENTS  
(SCHOOL YEAR 2013-2014) July 01, 2013 through June 30, 2014**

	<b>Proposed (BAFO) Schools</b>	<b>Option Year One Total Cost</b>
1	Adams Elementary School	\$96,205.17
2	Advanced Path Academy	\$13,793.13
3	Amidon-Bowen Elementary School	\$268,825.17
4	Anacostia High School	\$223,773.81
5	Ballou High School/Ballou STAY	\$317,673.15
6	Bancroft Elementary School	\$559,359.63
7	Barnard Elementary School	\$539,092.50
8	Beers Elementary School	\$448,706.29
9	Benjamin Banneker High School	\$189,571.10
10	Brent Elementary School	\$150,909.59
11	Brightwood Education Campus	\$660,921.11
12	Brookland EC @ Bunker Hill	\$301,213.11
13	Browne Education Campus	\$402,234.04

	<b>Proposed (BAFO) Schools</b>	<b>Option Year One Total Cost</b>
14	Bruce-Monroe ES @ Park View	\$463,380.09
15	Burroughs Education Campus	\$288,823.97
16	Capitol Hill Montessori @ Logan	\$100,917.43
17	Cardozo High School @ Meyer	\$169,547.57
18	Choice Academy	\$15,057.47
19	Columbia Heights EC	\$753,147.63
20	Cleveland Elementary School	\$295,485.44
21	Coolidge High School	\$246,459.52
22	Davis Elementary School	\$211,972.69
23	Deal Middle School	\$284,661.28
24	Dunbar High School/Dunbar Pre-Engineering	\$227,515.95
25	Eastern High School	\$176,994.07
26	Eaton Elementary School	\$105,578.95
27	Eliot-Hine Middle School	\$276,842.18
28	Ellington School of the Arts	\$184,301.25
29	Ferebee Hope Elementary School	\$295,268.29
30	Francis-Stevens Education Campus	\$245,816.58
31	Garfield Elementary School	\$296,623.22
32	Garrison Elementary School	\$263,762.47
33	H.D. Cooke Elementary School	\$484,143.54
34	Hardy Middle School	\$180,677.67
35	Hart Middle School	\$413,662.50
36	Hearst Elementary School	\$100,726.76
37	Hendley Elementary School	\$418,074.05
38	Houston Elementary School	\$280,569.21
39	Hyde-Addison Elementary School	\$99,996.63
40	J.O. Wilson Elementary School	\$482,968.95
41	Janney Elementary School	\$48,204.49
42	Jefferson Middle School/Jefferson Academy	\$187,872.22
43	Johnson Middle School	\$205,889.26
44	Ketcham Elementary School	\$291,332.82

	<b>Proposed (BAFO) Schools</b>	<b>Option Year One Total Cost</b>
45	Key Elementary School	\$58,210.19
46	Kimball Elementary School	\$358,395.47
47	King Elementary School	\$384,237.03
48	Kramer Middle School	\$246,817.75
49	Lafayette Elementary School	\$103,138.49
50	Langdon Education Campus	\$235,160.86
51	Langley Education Campus	\$402,813.33
52	LaSalle-Backus Education Campus	\$366,295.29
53	Leckie Elementary School	\$369,883.04
54	Ludlow-Taylor Elementary School	\$299,001.29
55	Luke C. Moore High School	\$70,530.04
56	M.C. Terrell/McGogney Elementary School	\$230,822.48
57	MacFarland Middle School	\$236,756.44
58	Malcolm X Elementary School	\$316,925.38
59	Mamie D. Lee School	\$119,985.07
60	Mann Elementary School	\$39,311.75
61	Marie Reed Elementary School	\$454,374.29
62	Marshall Elementary School	\$164,676.50
63	McKinley Technology High School	\$292,090.25
64	Maury Elementary School	\$180,045.78
65	Miner Elementary School	\$572,516.58
66	Moten Elementary School @ Wilkinson	\$366,111.95
67	Murch Elementary School	\$81,469.78
68	Noyes Education Campus	\$342,904.27
69	Orr Elementary School	\$384,198.41
70	Oyster Elementary School	\$106,503.35
71	Patterson Elementary School	\$422,900.56
72	Peabody Elementary School	\$156,667.38
73	Phelps High School	\$233,622.96
74	Powell Elementary School	\$393,216.51

	<b>Proposed (BAFO) Schools</b>	<b>Option Year One Total Cost</b>
75	Prospect Learning Center	\$123,166.37
76	Randle Highland ES	\$443,913.71
77	Raymond Education Campus	\$554,196.00
78	Ron Brown Middle School	\$195,425.76
79	Roosevelt High School/Roosevelt STAY	\$184,702.40
80	Ross Elementary School	\$77,046.65
81	Savoy Elementary School	\$408,884.88
82	School Within a School @ Logan Annex	\$61,094.55
83	School Without Walls High School	\$86,280.35
84	Seaton Elementary School	\$296,886.70
85	Sharpe Health School	\$85,294.29
86	Shaw MS @ Garnet-Patterson	\$121,695.29
87	Shepherd Elementary School	\$169,018.38
88	Simon Elementary School	\$352,026.33
89	Smothers Elementary School	\$281,359.06
90	Sousa Middle School	\$287,591.29
91	Spingarn High School/Spingarn STAY	\$199,849.05
92	Stanton Elementary School	\$410,648.95
93	Stoddert Elementary School	\$97,599.25
94	Stuart-Hobson Middle School	\$255,066.42
95	Takoma Education Campus	\$355,402.51
96	Thomson Elementary School	\$359,679.78
97	Truesdell Education Campus	\$394,341.22
98	Tubman Elementary School	\$576,295.65
99	Turner Elementary School @ Green	\$389,518.22
100	Washington Metropolitan High School	\$78,521.76
101	Watkins Elementary School	\$306,038.32
102	West Education Campus	\$225,327.69
103	Wheatley Education Center	\$536,600.95
104	Wilson High School	\$413,982.03

	<b>Proposed (BAFO) Schools</b>	<b>Option Year One Total Cost</b>
105	Whittier Education Campus	\$365,680.02
106	Winston Education Campus	\$314,322.81
107	Woodson High School	\$317,167.97
	<b>Total</b>	<b>\$29,582,759.03</b>

**B.8.2 PRICE SCHEDULED FOR OPTION YEAR TWO REQUIREMENTS  
(SCHOOL YEAR 2014-2015) July 01, 2014 through June 30, 2015**

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Two Total Cost</b>
1	Adams Elementary School	\$98,917.26
2	Advanced Path Academy	\$14,187.70
3	Amidon-Bowen Elementary School	\$276,505.68
4	Anacostia High School	\$230,107.54
5	Ballou High School/Ballou STAY	\$326,662.16
6	Bancroft Elementary School	\$575,333.70
7	Barnard Elementary School	\$554,413.04
8	Beers Elementary School	\$461,561.46
9	Benjamin Banneker High School	\$194,929.20
10	Brent Elementary School	\$155,154.30
11	Brightwood Education Campus	\$679,791.08
12	Brookland EC @ Bunker Hill	\$309,758.64
13	Browne Education Campus	\$413,699.94
14	Bruce-Monroe ES @ Park View	\$476,545.44
15	Burroughs Education Campus	\$297,084.26
16	Capitol Hill Montessori @ Logan	\$103,800.38
17	Cardozo High School @ Meyer	\$174,341.16
18	Choice Academy	\$15,481.38
19	Columbia Height EC	\$774,329.32
20	Coolidge High School	\$253,421.90



	<b>Proposed (BAFO) Schools</b>	<b>Option Year Two Total Cost</b>
21	Cleveland Elementary School	\$303,882.32
22	Davis Elementary School	\$218,025.14
23	Deal Middle School	\$292,734.40
24	Dunbar High School/Dunbar Pre-Engineering	\$233,958.16
25	Eastern High School	\$181,994.46
26	Eaton Elementary School	\$108,578.34
27	Eliot-Hine Middle School	\$284,682.86
28	Ellington School of the Arts	\$189,531.62
29	Ferebee Hope Elementary School	\$303,696.68
30	Francis-Stevens Education Campus	\$252,859.44
31	Garfield Elementary School	\$305,072.88
32	Garrison Elementary School	\$271,299.24
33	H.D. Cooke Elementary School	\$497,948.32
34	Hardy Middle School	\$185,780.12
35	Hart Middle School	\$425,367.76
36	Hearst Elementary School	\$103,573.02
37	Hendley Elementary School	\$430,001.70
38	Houston Elementary School	\$288,572.82
39	Hyde-Addison Elementary School	\$102,822.42
40	J.O. Wilson Elementary School	\$496,712.38
41	Janney Elementary School	\$49,558.76
42	Jefferson Middle School/Jefferson Academy	\$193,190.00
43	Johnson Middle School	\$211,726.92
44	Ketcham Elementary School	\$299,637.22
45	Key Elementary School	\$59,854.52
46	Kimball Elementary School	\$368,629.88
47	King Elementary School	\$395,197.52
48	Kramer Middle School	\$253,850.14
49	Lafayette Elementary School	\$106,044.22
50	Langdon Education Campus	\$241,828.94

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Two Total Cost</b>
51	Langley Education Campus	\$414,330.84
52	LaSalle-Backus Education Campus	\$376,723.98
53	Leckie Elementary School	\$380,409.84
54	Ludlow-Taylor Elementary School	\$307,499.86
55	Luke C. Moore High School	\$72,532.02
56	M.C. Terrell/McGogney Elementary School	\$237,384.72
57	MacFarland Middle School	\$243,507.90
58	Malcolm X Elementary School	\$325,957.52
59	Mamie D. Lee School	\$123,456.12
60	Mann Elementary School	\$40,417.08
61	Marie Reed Elementary School	\$467,321.50
62	Marshall Elementary School	\$169,359.60
63	McKinley Techology High School	\$300,329.26
64	Maury Elementary School	\$185,150.02
65	Miner Elementary School	\$588,884.30
66	Moten Elementary School @ Wilkinson	\$376,560.10
67	Murch Elementary School	\$83,769.56
68	Noyes Education Campus	\$352,684.42
69	Orr Elementary School	\$395,150.82
70	Oyster Elementary School	\$109,546.77
71	Patterson Elementary School	\$434,952.68
72	Peabody Elementary School	\$161,092.16
73	Powell Elementary School	\$404,438.18
74	Prospect Learning Center	\$126,719.22
75	Phelps High School	\$240,259.58
76	Randle Highland ES	\$456,599.10
77	Raymond Education Campus	\$570,001.68
78	Ron Brown Middle School	\$200,976.50
79	Roosevelt High School/Roosevelt STAY	\$189,904.42
80	Ross Elementary School	\$79,218.64

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Two Total Cost</b>
81	Savoy Elementary School	\$420,583.28
82	School Within a School @ Logan Annex	\$62,823.90
83	School Without Walls High School	\$88,754.90
84	Seaton Elementary School	\$305,312.52
85	Sharpe Health School	\$87,776.86
86	Shaw MS @ Garnet-Patterson	\$125,141.52
87	Shepherd Elementary School	\$173,799.76
88	Simon Elementary School	\$362,054.76
89	Smothers Elementary School	\$289,384.82
90	Sousa Middle School	\$295,709.30
91	Spingarn High School/Spingarn STAY	\$205,486.00
92	Stanton Elementary School	\$422,349.14
93	Stoddert Elementary School	\$100,376.24
94	Stuart-Hobson Middle School	\$262,281.22
95	Takoma Education Campus	\$365,551.42
96	Thomson Elementary School	\$369,957.20
97	Truesdell Education Campus	\$405,539.62
98	Tubman Elementary School	\$592,806.92
99	Turner Elementary School @ Green	\$400,619.86
100	Washington Metropolitan High School	\$80,734.32
101	Watkins Elementary School	\$314,689.88
102	West Education Campus	\$231,746.02
103	Wheatley Education Center	\$551,891.14
104	Whittier Education Campus	\$376,094.72
105	Wilson High School	\$425,677.34
106	Winston Education Campus	\$323,281.34
107	Woodson High School	\$326,103.30
	<b>Total</b>	<b>\$30,424,303.43</b>

**B.8.3 PRICE SCHEDULED FOR OPTION YEAR THREE REQUIREMENTS  
(SCHOOL YEAR 2015-2016) July 01, 2015 through June 30, 2016**

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Three Total Cost</b>
1	Adams Elementary School	\$101,846.79
2	Advanced Path Academy	\$14,605.33
3	Amidon-Bowen Elementary School	\$284,649.18
4	Anacostia High School	\$236,911.09
5	Ballou High School/Ballou STAY	\$336,321.62
6	Bancroft Elementary School	\$592,281.33
7	Barnard Elementary School	\$570,777.68
8	Beers Elementary School	\$475,158.25
9	Benjamin Banneker High School	\$200,696.00
10	Brent Elementary School	\$159,753.59
11	Brightwood Education Campus	\$699,836.56
12	Brookland EC @ Bunker Hill	\$318,908.34
13	Browne Education Campus	\$425,895.67
14	Bruce-Monroe ES @ Park View	\$490,613.22
15	Burroughs Education Campus	\$305,830.09
16	Capitol Hill Montessori @ Logan	\$106,794.63
17	Cardozo High School @ Meyer	\$179,498.24
18	Choice Academy	\$15,940.13
19	Columbia Heights EC	\$797,284.12
20	Coolidge High School	\$260,920.77
21	Davis Elementary School	\$224,447.97
22	Cleveland Elementary School	\$312,852.28
23	Deal Middle School	\$301,288.04
24	Dunbar High School/Dunbar Pre-Engineering	\$240,874.42
25	Eastern High School	\$187,379.59
26	Eaton Elementary School	\$111,783.73

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Three Total Cost</b>
27	Eliot-Hine Middle School	\$293,097.85
28	Ellington School of the Arts	\$195,129.29
29	Ferebee Hope Elementary School	\$312,663.24
30	Francis-Stevens Education Campus	\$260,316.60
31	Garfield Elementary School	\$314,068.88
32	Garrison Elementary School	\$279,289.00
33	H.D. Cooke Elementary School	\$512,625.88
34	Hardy Middle School	\$191,278.16
35	Hart Middle School	\$437,945.92
36	Hearst Elementary School	\$106,637.45
37	Hendley Elementary School	\$442,673.45
38	Houston Elementary School	\$297,077.25
39	Hyde-Addison Elementary School	\$105,864.57
40	J.O. Wilson Elementary School	\$511,365.91
41	Janney Elementary School	\$51,028.56
42	Jefferson Middle School/Jefferson Academy	\$198,901.92
43	Johnson Middle School	\$217,982.50
44	Ketcham Elementary School	\$308,470.51
45	Key Elementary School	\$61,625.68
46	Kimball Elementary School	\$379,488.88
47	King Elementary School	\$406,844.42
48	Kramer Middle School	\$261,353.87
49	Lafayette Elementary School	\$109,185.63
50	Langdon Education Campus	\$248,973.69
51	Langley Education Campus	\$426,548.40
52	LaSalle-Backus Education Campus	\$387,835.35
53	Leckie Elementary School	\$391,631.72
54	Ludlow-Taylor Elementary School	\$316,575.81
55	Luke C. Moore High School	\$74,674.03
56	M.C. Terrell/McGogney Elementary School	\$244,390.52

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Three Total Cost</b>
57	MacFarland Middle School	\$250,704.13
58	Malcolm X Elementary School	\$335,567.52
59	Mamie D. Lee School	\$127,091.80
60	Mann Elementary School	\$41,615.36
61	Marie Reed Elementary School	\$481,100.19
62	Maury Elementary School	\$190,620.67
63	Miner Elementary School	\$606,241.97
64	Marshall Elementary School	\$174,357.20
65	McKinley Techology High School	\$309,221.67
66	Moten Elementary School @ Wilkinson	\$387,655.65
67	Murch Elementary School	\$86,249.10
68	Noyes Education Campus	\$363,097.85
69	Orr Elementary School	\$406,799.45
70	Oyster Elementary School	\$112,724.30
71	Patterson Elementary School	\$447,776.22
72	Peabody Elementary School	\$165,859.40
73	Phelps High School	\$247,371.41
74	Powell Elementary School	\$416,355.17
75	Prospect Learning Center	\$130,455.05
76	Randle Highland ES	\$470,045.51
77	Raymond Education Campus	\$586,801.56
78	Ron Brown Middle School	\$206,910.11
79	Roosevelt High School/Roosevelt STAY	\$195,530.79
80	Ross Elementary School	\$81,564.78
81	Savoy Elementary School	\$432,981.68
82	School Within a School @ Logan Annex	\$64,681.35
83	School Without Walls High School	\$91,364.65
84	Seaton Elementary School	\$314,329.54
85	Sharpe Health School	\$90,360.55
86	Shaw MS @ Garnet-Patterson	\$128,840.78

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Three Total Cost</b>
87	Shepherd Elementary School	\$178,939.60
88	Simon Elementary School	\$372,730.80
89	Smothers Elementary School	\$297,913.35
90	Sousa Middle School	\$304,462.29
91	Spingarn High School/Spingarn STAY	\$211,570.30
92	Stanton Elementary School	\$434,802.33
93	Stoddert Elementary School	\$103,337.58
94	Stuart-Hobson Middle School	\$270,038.11
95	Takoma Education Campus	\$376,319.75
96	Thomson Elementary School	\$380,852.48
97	Truesdell Education Campus	\$417,513.71
98	Tubman Elementary School	\$610,264.28
99	Turner Elementary School @ Green	\$412,430.79
100	Washington Metropolitan High School	\$83,125.80
101	Watkins Elementary School	\$323,998.98
102	West Education Campus	\$238,579.93
103	Wheatley Education Center	\$568,163.33
104	Whittier Education Campus	\$387,185.96
105	Wilson High School	\$438,273.11
106	Winston Education Campus	\$332,812.19
107	Woodson High School	\$335,763.77
	<b>Total</b>	<b>\$32,322,047.45</b>

**B.8.3 PRICE SCHEDULED FOR OPTION YEAR FOUR REQUIREMENTS  
(SCHOOL YEAR 2016-2017) July 01, 2016 through June 30, 2017**

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Four Total Cost</b>
1	Adams Elementary School	\$104,776.32
2	Advanced Path Academy	\$15,022.96
3	Amidon-Bowen Elementary School	\$292,792.68

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Four Total Cost</b>
4	Anacostia High School	\$243,714.64
5	Ballou High School/Ballou STAY	\$345,981.08
6	Bancroft Elementary School	\$609,228.96
7	Barnard Elementary School	\$587,142.32
8	Beers Elementary School	\$488,755.04
9	Benjamin Banneker High School	\$206,462.80
10	Brent Elementary School	\$164,352.88
11	Brightwood Education Campus	\$719,882.04
12	Brookland EC @ Bunker Hill	\$328,058.04
13	Browne Education Campus	\$438,091.40
14	Bruce-Monroe ES @ Park View	\$504,681.00
15	Burroughs Education Campus	\$314,575.92
16	Capitol Hill Montessori @ Logan	\$109,876.72
17	Cardozo High School @ Meyer	\$184,655.32
18	Choice Academy	\$16,398.88
19	Cleveland Elementary School	\$321,822.24
20	Columbia Heights EC	\$820,238.92
21	Coolidge High School	\$268,419.64
22	Davis Elementary School	\$230,870.80
23	Deal Middle School	\$309,973.44
24	Dunbar High School/Dunbar Pre-Engineering	\$247,790.68
25	Eastern High School	\$192,764.72
26	Eaton Elementary School	\$114,989.12
27	Eliot-Hine Middle School	\$301,512.84
28	Ellington School of the Arts	\$200,726.96
29	Ferebee Hope Elementary School	\$321,629.80
30	Francis-Stevens Education Campus	\$267,773.76
31	Garfield Elementary School	\$323,064.88
32	Garrison Elementary School	\$287,278.76
33	H.D. Cooke Elementary School	\$527,303.44
34	Hardy Middle School	\$196,776.20



	<b>Proposed (BAFO) Schools</b>	<b>Option Year Four Total Cost</b>
35	Hart Middle School	\$450,524.08
36	Hearst Elementary School	\$109,701.88
37	Hendley Elementary School	\$455,345.20
38	Houston Elementary School	\$305,581.68
39	Hyde-Addison Elementary School	\$108,906.72
40	J.O. Wilson Elementary School	\$526,019.44
41	Janney Elementary School	\$52,498.36
42	Jefferson Middle School/Jefferson Academy	\$204,613.84
43	Johnson Middle School	\$224,238.08
44	Ketcham Elementary School	\$317,303.80
45	Key Elementary School	\$63,396.84
46	Kimball Elementary School	\$390,347.88
47	King Elementary School	\$418,491.32
48	Kramer Middle School	\$268,857.60
49	Lafayette Elementary School	\$112,327.04
50	Langdon Education Campus	\$256,118.44
51	Langley Education Campus	\$438,765.96
52	LaSalle-Backus Education Campus	\$398,946.72
53	Leckie Elementary School	\$402,853.60
54	Ludlow-Taylor Elementary School	\$325,651.76
55	Luke C. Moore High School	\$76,816.04
56	M.C. Terrell/McGogney Elementary School	\$251,396.32
57	MacFarland Middle School	\$257,900.36
58	Malcolm X Elementary School	\$345,177.52
59	Mamie D. Lee School	\$130,727.48
60	Mann Elementary School	\$42,813.64
61	Marie Reed Elementary School	\$494,878.88
62	Marshall Elementary School	\$179,354.80
63	McKinley Technology High School	\$318,114.08
64	Maury Elementary School	\$196,091.32
65	Miner Elementary School	\$623,599.64

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Four Total Cost</b>
66	Moten Elementary School @ Wilkinson	\$398,751.20
67	Murch Elementary School	\$88,728.64
68	Noyes Education Campus	\$373,511.28
69	Orr Elementary School	\$418,448.08
70	Oyster Elementary School	\$115,969.54
71	Patterson Elementary School	\$460,599.76
72	Peabody Elementary School	\$170,626.64
73	Phelps High School	\$254,483.24
74	Powell Elementary School	\$428,272.16
75	Prospect Learning Center	\$134,190.88
76	Randle Highland ES	\$483,491.92
77	Raymond Education Campus	\$603,601.44
78	Ron Brown Middle School	\$212,843.72
79	Roosevelt High School/Roosevelt STAY	\$201,157.16
80	Ross Elementary School	\$83,910.92
81	Savoy Elementary School	\$445,380.08
82	School Within a School @ Logan Annex	\$66,538.80
83	School Without Walls High School	\$93,974.40
84	Seaton Elementary School	\$323,346.56
85	Sharpe Health School	\$92,944.24
86	Shaw MS @ Garnet-Patterson	\$132,540.04
87	Shepherd Elementary School	\$184,079.44
88	Simon Elementary School	\$383,406.84
89	Smothers Elementary School	\$306,441.88
90	Sousa Middle School	\$313,215.28
91	Spingarn High School/Spingarn STAY	\$217,654.60
92	Stanton Elementary School	\$447,255.52
93	Stoddert Elementary School	\$106,298.92
94	Stuart-Hobson Middle School	\$277,795.00
95	Takoma Education Campus	\$387,088.08
96	Thomson Elementary School	\$391,747.76

	<b>Proposed (BAFO) Schools</b>	<b>Option Year Four Total Cost</b>
97	Truesdell Education Campus	\$429,487.80
98	Tubman Elementary School	\$627,721.64
99	Turner Elementary School @ Green	\$424,241.72
100	Watkins Elementary School	\$333,308.08
101	Washington Metropolitan High School	\$85,517.28
102	West Education Campus	\$245,413.84
103	Wheatley Education Center	\$584,435.52
104	Whittier Education Campus	\$398,277.20
105	Wilson High School	\$450,868.88
106	Winston Education Campus	\$342,343.04
107	Woodson High School	\$345,424.24
	<b>Total</b>	<b>\$32,220,078.78</b>

**B.9 PRICE SCHEDULE FOR OPTION YEAR ONE THROUGH FOUR REQUIREMENTS  
(SCHOOL YEAR 2013-2017)**

- B.9.1 All prices offered shall be firm for the term of the contract, and adjustments shall only apply in the event that the contract is renewed for option year(s) at the sole discretion of DCPS.
- B.9.2 DCPS shall consider a price adjustment for each subsequent option year if the contract is renewed. The price re-determination shall be based on the following:
- B.9.2.1 The base price used for price re-determination shall be the fixed fee per meal;
- B.9.2.2 The CPI index used for price re-determination shall be the following:
- B.9.2.3 Percent Change in CPI for All Urban Consumer (CPI-U): US city average food away from home, unadjusted 12-Months
- B.9.3 The reference period from which changes in the CPI index will be used for the second contract year (first option year) will be February, 2013. The month of February shall also be used for all subsequent renewal years;
- B.9.4 The frequency of price re-determination will be annually; and
- B.9.5 The fixed fee per meal shall be adjusted by the percentage change.

Example:

2011 fixed-unit price-per meal	\$2.98
% change in CPI, February 2012	2.3%
Maximum allowable adjusted price	\$3.049

**B.10 REQUIREMENT CONTRACT:**

B.10.1 The District will purchase its requirements of the articles or services described herein as stated in any contract awarded to selected Contractor(s). The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

B.10.2 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.4. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source at DCPS sole expense.

B.10.3 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. In the event that such orders exceed the number of orders estimated by the parties the parties. An appropriate bilateral contract modification must be established prior to the additional services being performed pursuant to the fixed unit prices in this contract.

B.10.4 Any order issued during the effective period of this contract and not completed within that period shall be not be completed by the Contractor(s) unless the contract term was extended pursuant to Section F.2

B.10.5 The Contractor(s) agrees to meet all obligations under any awarded contract.

**B.11 COST REIMBURSEMENT COMPONENT**

B.11.1 The Contractor(s) agrees to meet all obligations under any awarded contract as set forth for maintenance, repair and replacement of equipment at a ceiling of \$11,596.64 per school The Cost Reimbursement shall not exceed \$11,596.64 per school and the reimbursement ceiling shall not exceed \$1,240,840.48 per year. DCPS shall reimburse the Contractor as applicable for each school upon receipt of the invoices.

- B.11.2 The Contractor(s) shall provide written notification within sixty (60) days of contract execution to the Contracting Officer and the Office of Food and Nutrition Services identifying the assessment of the equipment repairs, maintenance and equipment replacement required at each assign school site.
- B.11.3 As part of the written notification, the Contractor(s) must provide the Contracting Officer with an estimated cost for the equipment repairs, maintenance and equipment replacement for its assigned school sites.
- B.11.4 The District is not obligated to reimburse the Contractor(s) for cost incurred for the equipment repairs, maintenance and equipment replacement and the Contractor(s) is not obligated to continue performance under this contract until the Contracting Officer provides written notification to the Contractor(s) that the estimated costs have been approved.
- B.11.5 No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the above terms.
- B.11.6 In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in conjunction with equipment repairs, maintenance and equipment replacement.

**SECTION C: SCOPE OF WORK/REQUIREMENTS**

**C.1. INTRODUCTION**

The Contractor shall manage the overall District of Columbia Public Schools (DCPS) Food Service Program (FSP) for which it is contracted. The Contractor shall prepare, serve, and account for meals on DCPS operating days. 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), the Afterschool Supper Program, the Afterschool Snack Program, the Fresh Fruit and Vegetable Program (FFVP), a la carte meals and items, adult meals, vending, concessions, and any other food service program organized at DCPS facilities specified in this 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, and/or closure of school buildings.

**C.1.1. MAIN OBJECTIVES**

- C.1.1.1 The DCPS FSP shall be operated and maintained as a benefit to DCPS' students, faculty, and staff.
- C.1.1.2 Within the scope of the services, the Contractor(s) shall provide the following, in addition to its other obligations identified in the RFP, for the full duration of the contract:

**C.1.1.2.1 Program Compliance**

C.1.1.2.1.1 The Contractor shall adhere to all DCPS-specific, local, and federal compliance procedures, including student eligibility, meal counting and claiming, nutrition and allergen requirements, and medical substitutions; and

C.1.1.2.1.2 The Contractor shall maintain all FSP required and DCPS-specified records for the federally auditable reporting period and assist with FSP audits as necessary.

C.1.1.3 **Program Eligibility**

C.1.1.3.1 The Contractor shall assist DCPS to improve Free and Reduced Meal Application (FARM) collection by at least 5% over the previous year among the schools serviced by the Contractor(s) that are mandated to collect applications.

C.1.1.4 **Fiscal Management & Reporting**

C.1.1.4.1 The Contractor shall manage and accurately report, on a daily basis, all revenue generating activities through the approved, DCPS-owned Point-of-Sale system in coordination with the Office of the Chief Financial Officer (OCFO) including, but not limited to, cash sales and federal reimbursements;

C.1.1.4.2 The Contractor shall manage and accurately report all revenues, credits, fees, and expense items in a manner and format agreed to by DCPS; and

C.1.1.4.3 The Contractor shall manage and accurately report the FSP income statement including, but not limited to, net income (loss) cumulatively and per site on a monthly basis.

C.1.1.5 **Operations & Performance**

C.1.1.5.1 The Contractor shall endeavor to improve breakfast, lunch, and supper meal participation over the previous year by improving the quality of meals and service, and by mitigating barriers to meal participation across all schools;

C.1.1.5.2 The Contractor 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;

C.1.1.5.3 The Contractor shall work with DCPS to manage the USDA Foods programs in coordination with the DC State Agency (SA);

C.1.1.5.4 The Contractor shall work with DCPS to manage all other federal or state food programs including the Department of Defense' Fresh Fruit and Vegetable Program (FFVP) in coordination with the DC SA; and

C.1.1.5.5 The Contractor shall provide detailed analysis relating to fiscal management, program compliance, operations, and performance as specified by DCPS each week.

C.1.1.6. At the termination of the contract, all program records maintained by the Contractor(s)

shall be released and returned to DCPS.

## **C.2 DCPS RESPONSIBILITIES AND OBLIGATIONS**

- C.2.1 DCPS shall retain control of the quality, extent, and general nature of its Food service Program, 7 C.F.R. § 210.16(a)(4).
- C.2.2. DCPS will make the final determination of the opening and closing dates of all sites.
- C.2.3 DCPS shall provide the facilities from which the Contractor(s) will distribute and/or prepare the meals to the students and shall be responsible for all repairs to the Building and Structure.
- C.2.4 DCPS shall provide the Contractor with telephone service within the DCPS facilities.
- C.2.5 DCPS shall provide the Contractor with an initial inventory of necessary on-site equipment for the fulfillment of this contract. Contractor(s) shall be responsible for ensuring equipment is repaired or replaced if necessary before the conclusion of the contract so that kitchens have equipment to provide the same or better functionality than the initial inventory. Damaged equipment should be replaced or repaired using the cost reimbursable portion of the contract. DCPS shall not provide any necessary equipment for the off site preparation and/or transportation of the meals.
- C.2.6 DCPS shall be responsible for any losses, including USDA donated foods, which may arise due to loss of electrical power or equipment malfunction not within the control of the Contractor(s).
- C.2.7 DCPS shall notify the Contractor as soon as possible of any interruption in utility service of which it has knowledge.
- C.2.8 DCPS shall notify the Contractor as soon as possible of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.
- C.2.9 DCPS shall work cooperatively with the selected Contractor(s), but shall retain final menu and product approval authority for all schools. DCPS shall inform the Contractor(s) if/when products or recipes are not approved.
- C.2.10 DCPS shall retain control of the Child Nutrition Program (CNP) nonprofit food service account and overall financial responsibility for the CNP, including the filing of federal and local reimbursements.
- C.2.11 All income accruing as a result of payments by children and adults, federal and local reimbursements, and all other program income sources including a la carte sales and vending shall be deposited daily in DCPS' nonprofit food service account. Any profit or guaranteed return shall remain in DCPS' nonprofit food service account. Catering Services are independent of this contract; however; should the Contractor provide such services for schools or program they shall ensure the receipt of a valid purchase order to rendering services.

- C.2.12 DCPS shall establish all selling prices, including price adjustments, for all reimbursable and adult meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices. (Exception: The non-pricing programs of breakfast, supper, and FFVP need not establish a selling price for reimbursable meals or food items.)
- C.2.13 If applicable, DCPS shall add specialty meal programs which it shall procure through a competitive procurement process and shall result in an amendment to the contract.
- C.2.14 DCPS shall retain signatory authority on the FSP annual renewal contract including the policy statement for free and reduced-price meals and on all documentation submitted in writing to the SA, including monthly claim forms.
- C.2.15 DCPS shall be responsible for the development, distribution, collection, processing, and verification of the parent /guardian letter and application for free and reduced price meals and shall conduct any hearings related to determinations regarding program eligibility. In accordance with USDA regulations, the Contractor shall not be responsible for the free and reduced meal application process.
- C.2.16 DCPS shall be responsible for requesting a direct certification list from the OSSE each month for use to determine eligibility for free meals without obtaining an application from the parent or guardian.
- C.2.17 DCPS shall be responsible for maintaining an accurate list of students eligible for free or reduced price meals and will provide lists by school, either in print and/or electronically, for use in administering the food service program (FSP).
- C.2.18 DCPS shall own the point of sale system (currently WebSMARTT) including all software, hardware, and data stored therein. Program data, including student eligibility, will reside exclusively on DCPS owned servers.
- C.2.19 DCPS shall not disclose confidential information to the Contractor(s) that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used, as required under 7 C.F.R. § 210.16(a), the Children's Online Privacy Protection Act (COPPA), or the Family Educational Rights and Protection Act (FERPA).
- C.2.20 At its discretion, during the course of this contract, DCPS shall certify schools under Provision 2 and/or Community Eligibility and/or return certified schools to standard operating procedure.
- C.2.21 Any information transmitted through the SA to DCPS impacting contractual services shall be disseminated to the Contractor(s) through DCPS.
- C.2.22 DCPS' internal controls shall include periodic site visits to ensure compliance



with all program regulations, product requirements, and service expectations, 7 C.F.R. § 210.16(a)(2)(3). Additionally, District administrative and school staff shall, from time to time, observe Contractor(s) performance and report to DCPS Food Services. If the visits are a requirement of the SA, they shall follow a program review timeframe as determined by the SA. Review findings and any requests for corrective action from these site visits shall be transmitted to the Contractor(s) in a timely manner.

C.2.23 DCPS shall be responsible for ensuring the resolution of SA program review and audit findings in collaboration with the Contractor(s). However, if any financial penalties assessed against DCPS, including fines or retention or recovery of reimbursements, are a result of any errors or violations committed by the Contractor(s), DCPS shall withhold from Contractor(s) payment equal to the penalty

C.2.24 DCPS school custodial and maintenance staff shall be responsible for cleaning cafeteria floors, windows, walls above six feet, hoods, and ducts above ceiling level, as well as maintaining kitchen bathroom facilities, disposing of all refuse from the FSP, ordering pest control visits.

C.2.25 DCPS shall provide such staff as necessary to ensure contract compliance and program oversight including a director, compliance officer(s), comptroller, regional field managers, point of sale technicians, and FARM application processor(s).

**C.3 APPLICABLE DOCUMENTS**

C.3.1 The following documents are applicable to this contract and are hereby incorporated by this reference:

Item	Document Type	Title	Date
1	Internal Policy	Office of Food & Nutrition Services, Nutrition Standards	2/15/2012
2	Internal Policy	OFNS Vendor Compliance Requirements	1/3/2012
3	Internal Policy	Meal Charge Policy	1/24/2012
4	Regulation	DC Healthy Schools Act, as Amended	8/5/2011
5	Regulation	Healthy Hunger-Free Kids Act of 2010	1/26/2012
6	USDA Guidance	Procurement Questions Related to the Buy American Provision	2/13/2012
7	USDA Guidance	Provision 2 Guidance	8/13/2002
8	USDA Guidance	At-Risk Afterschool Handbook	6/2011
9	Proposal Checklist	DCPS School Bid Checklist	2/15/2012

**C.4 DEFINITIONS**

C.4.1 **Adult Meals (Breakfast or Lunch):** Meals served to non-students that follow the 9-12 meal pattern.

- C.4.2 **Afterschool Snack:** Snacks which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which are provided to DCPS students as a part of the DCPS food service program.
- C.4.3 **Afterschool Supper:** Suppers which meets all of the requirements of this agreement regarding quality and compliance (CACFP) and which are provided to DCPS students as a part of the DCPS food service program.
- C.4.4 **Breakfast in the Classroom (BIC):** An alternative breakfast serving model wherein students are served portable breakfast items in the classroom or cafeteria after the required time to be in school.
- C.4.5 **Building and Structure:** Wiring, plumbing, or equipment integral to the general function of the school building.
- C.4.6 **Community Eligibility:** A USDA NSLP certification currently only available in pilot states which would allow a school to provide free lunch meals to all students for a four year period. The percentage of directly certified students multiplied by a factor of 1.6 determines the reimbursement rate for the certification period.
- C.4.7 **Contractor(s):** A commercial enterprise or a nonprofit organization that is or shall be contracted with by DCPS Food Services to manage any aspect of the school food service.
- C.4.8 **Offeror(s):** A commercial enterprise or a nonprofit organization that will be submitting a proposal in response to this solicitation.
- C.4.9 **Cooking:** A school that has the equipment and space necessary to prepare meals daily for its student enrollment (See Attachment J.13).
- C.4.10 **Courtesy Salad:** A simple reimbursable salad provided to students in grades 1-12 who have charged 20 or more meals to their account without payment.
- C.4.11 **Customer Ignored:** A student whose meal service transaction was not ignored because the prior student's transaction had not been completed.
- C.4.12 **DCPS:** The District of Columbia Public School system.
- C.4.13 **Donated Foods:** USDA Foods/commodities purchased by USDA for distribution to schools and other recipient agencies.
- C.4.14 **Equipment:** The equipment located in DCPS schools owned by DCPS Food Services and used to facilitate the food service program.
- C.4.15 **Equivalency Factor:** The sum of applicable federal and District reimbursements plus the USDA Foods entitlement rate. Subject to change yearly with USDA published rate changes. (e.g. 2010-12: Greater than 60% free and reduced federal free lunch reimbursement rate \$2.79; Estimated state reimbursement per lunch \$.15; Federal commodity entitlement rate for 2011 \$.225 = \$3.165.)

- C.4.16 **Extended Breakfast:** Also referred to as “second chance breakfast”, an alternative breakfast serving model wherein breakfast time is extended past the start of school or reopened for additional time to accommodate tardy students.
- C.4.17 **Facilities:** DCPS Food Service facilities to include school kitchens, kitchen offices, and kitchen bathrooms or locker rooms.
- C.4.18 **Early Childhood Family Style Lunch:** Portable lunch provided to Preschool or Pre-Kindergarten students enrolled under the DCPS Head Start school-wide model in the classroom. Students are encouraged to serve and portion the food themselves from family style containers.
- C.4.19 **Fixed Fee:** The price charged by the Contractor(s) to DCPS for a product or service.
- C.4.20 **Fixed Fee Per Meal:** The price charged by a Contractor(s) for each meal accounted for in the point of sale system given the cost of food, labor, marketing, overhead, and supplies.
- C.4.21 **Food Services:** The DCPS Office of Food & Nutrition Services
- C.4.22 **FSP:** Food service program. The scope of operations managed by the DCPS Office of Food & Nutrition Services.
- C.4.23 **FSW:** Food service worker. A person (full-time, part-time, or temporary) who is hired to provide food services at DCPS school facilities.
- C.4.24 **HHFKA:** Healthy Hunger-Free Kids Act of 2010, Nutrition Standards in the National School Lunch and School Breakfast Programs, final regulations published 1/26/2012.
- C.4.25 **HSA:** District of Columbia Healthy Schools Act of 2010, as amended 8/5/2011.
- C.4.26 **Grab and Go:** An alternative breakfast service model wherein students take breakfast from a portable kiosk placed outside of the cafeteria and eat breakfast in areas determined by the school administration.
- C.4.27 **Meal Equivalent:** The common denominator for the calculation of the fixed management fee per meal and the fixed meal fee.
- C.4.28 **Nonprofit Food Service Account:** Regulates food service spending to allowable expenses, defined as those expenses which are conducted principally for the benefit of schoolchildren. Any revenue in excess of expenses must be used only to maintain, expand, or improve DCPS’ food service program.
- C.4.29 **Operating Days:** Those days of the week, Monday-Friday (specific schools also open on Saturday for academic programming), August-June, when DCPS is scheduled to be in session.
- C.4.30 **Participation:** The percentage of students who receive Reimbursable Meals under the National School Lunch Program and the School Breakfast Program. It shall be calculated as the number of reimbursable meals served divided by the average daily attendance established by DCPS.

- C.4.31 **Provision 2:** A USDA NSLP certification wherein a school provides free lunch meals to students regardless of eligibility for a four year period. Schools collect Free and Reduced Meal Applications during the program's base year to determine reimbursement claiming percentages for the certification period.
- C.4.32 **Reimbursable Breakfast:** A breakfast which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which is provided to DCPS students as a part of the DCPS food service program.
- C.4.33 **Reimbursable Lunch:** A lunch which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which is provided to DCPS students as a part of the DCPS food service program.
- C.4.34 **Reimbursable Meals:** Those meals served in the Food Service Program to eligible students for which DCPS Food Services is entitled to reimbursement under applicable federal and state law.
- C.4.35 **Reimbursable Salad Bar:** A lunch acquired solely from a salad bar which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which is provided to DCPS students as a part of the DCPS food service program.
- C.4.36 **Reimbursable Supper:** A supper which meets all of the requirements of this agreement regarding quality and compliance (CACFP) and which is provided to DCPS students as a part of the DCPS food service program.
- C.4.37 **Reimbursable Vending:** A breakfast or lunch acquired solely from a vending machine which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which is provided to DCPS students as a part of the DCPS food service program.
- C.4.38 **SA or State Agency:** The District of Columbia Office of the State Superintendent of Education (OSSE), Wellness and Nutrition Services Division, responsible for overseeing the administration of all applicable programs under the Richard B. Russell National School Lunch Act, the Child Nutrition Act of 1966, the Healthy Hunger-Free Kids Act, and the DC Healthy Schools Act.
- C.4.39 **School Food Authority:** The administering unit for the operation of a school feeding program
- C.4.40 **Satellite:** A school that does not have the equipment and space necessary to prepare meals daily for its student enrollment.
- C.4.41 **Services:** The services to be provided by the Contractor(s) under this agreement.
- C.4.42 **Small Ware:** Dishware, glassware, flatware, utensils and similar items.
- C.4.43 **USDA:** The United States Department of Agriculture.
- C.4.44 **WebSMARTT:** DCPS' owned and adopted point of sale system.

## C.5 BACKGROUND

- C.5.1 DCPS Food Services has been a pioneer in improving the quality and healthfulness of school food while embracing alternative serving models to increase students' access to school meals. DCPS Food Services' mission statement is: The Office of Food and Nutrition Services (OFNS) supports student health and achievement by ensuring that all DCPS students receive nutritious meals and acquire the resources to make healthy choices. We believe in providing appetizing school meals made from fresh, locally produced ingredients, and we strive to engage the entire D.C. community in implementing programs that encourage healthy decision-making and promote sustainable practices.
- C.5.2 Through its efforts, in school year 2010-11, DCPS served more than 2 million more meals to students than in 2009-10. In 2008, DCPS' food service became privatized as a result of an analysis which estimated significant cost savings through privatization. A large Food Service Management Company was awarded a one year contract with four option years to provide services to all District schools.
- C.5.3 Intentionally Left Blank
- C.5.4 Intentionally Left Blank
- C.5.5 Along with sharing in its mission, DCPS has identified specific factors which would most contribute to a Contractor's success in DC schools. These include:
- C.5.5.1 Strong internal policies and procedures;
  - C.5.5.2 Strong hiring practices and staff engagement;
  - C.5.5.3 A comprehensive and systematic approach to staff training and development;
  - C.5.5.4 Knowledgeable and results-oriented upper management;
  - C.5.5.5 Detail orientation;
  - C.5.5.6 Prioritizing and enabling problem solving at all levels;
  - C.5.5.7 Ensuring accountability for results/celebrating success; and
  - C.5.5.8 High standards and expectations for food, nutrition, quality, and service.
- C.5.6 Intentionally Left Blank

**C.6. REQUIREMENTS**

**C.6.1 COMPLIANCE**

C.6.1.1 Contractor(s) shall remain in full compliance with the following standards:

District Standard	DCPS-specific nutrition standards; DCPS vendor compliance requirements; DCPS charge policy; DCPS standard operating procedures (TBD), The District of Columbia Municipal Regulation (DCMR 27)
Local Standard	DC Healthy Schools Act (HSA) of 2010 (as amended)
Federal Standard	Richard B. Russell National School Lunch Act; Child Nutrition Act of 1966; Healthy Hunger-Free Kids Act (HHFKA) of 2010; Nutrition Standards in the National School Lunch and School Breakfast Programs, final regulations published 1/26/2012; 7 CFR § 210-250

- C.6.1.2 Contractor(s) shall abide by the DCPS-specific standards where the standards exceed The requirements of the HHFKA and the HSA and shall abide by the HSA where the standards exceed the requirement of the HHFKA.
- C.6.1.3 Contractor(s) shall abide by all applicable policies, procedures, and directives of DCPS to include a standard operating procedure manual.
- C.6.1.4 **NUTRITION**
- C.6.1.4.1 **DCPS NUTRITION STANDARDS**
- C.6.1.4.1.1 Menu items shall comply with the nutrition standards of 7 CFR 210, 215, 220, 225, and 226.
- C.6.1.4.1.2 [A=applicable to all meals; B=applicable only to breakfast; L=applicable only to lunch; S=applicable only to supper]
- C.6.1.4.2 ***Menu Accommodations***
- C.6.1.4.2.1 Vegetarian meals shall be available every day at all grade levels [L];
- C.6.1.4.2.2 Other dietary accommodations (Veganism, religious restrictions) shall be accommodated when possible on request of a student through a consent form signed by the parent or guardian [A];
- C.6.1.4.2.3 Tree nut products shall not be served in any form. Contractor(s) can request express consent for specific items to be served during special event days (e.g. coconut milk) [A]; and
- C.6.1.4.2.4 Pork shall not be served in any form at elementary schools and education campuses [A].
- C.6.1.4.3 ***Product-Specific***
- C.6.1.4.3.1 Foods listing sugar as the first or second ingredient shall not be served (excludes naturally occurring sugars) [A];
- C.6.1.4.3.2 Fish shall be offered at least three times per month [L]; and
- C.6.1.4.3.3 Pizza (includes calzone, Stromboli, flatbread, breadstick) shall only be served in elementary and middle schools once per week and shall only be served in high schools twice per week [L].
- C.6.1.4.4 ***Protein***
- C.6.1.4.4.1 Meat shall be lean and contain no more than 10% fat by weight per serving when pre-cooked [A];
- C.6.1.4.4.2 All meat and meat products, except sausage products, shall be slaughtered, processed And manufactured in plants inspected under a U. S. Department of Agriculture (USDA) approved inspection programs and bear the appropriate seal [A];
- C.6.1.4.4.3 All meat and meat products shall be sound, sanitary, and free of objectionable odors or signs of deterioration [A];
- C.6.1.4.4.4 Meats and proteins shall not be fried at any point during their processing [A];
- C.6.1.4.4.5 Processed fish shall not contain more than five hundred milligrams of sodium per serving [A];
- C.6.1.4.4.6 Eggs shall be USDA Grade A [A]; and
- C.6.1.4.4.7 Beef products shall not be served more than once per week [A].

C.6.1.4.5 **Dairy**

- C.6.1.4.5.1 Milk shall be unflavored skim or no more than 1% fat [A];
- C.6.1.4.5.2 Milk cannot contain added sweeteners or artificial flavorings [A];
- C.6.1.4.5.3 Cheeses and yogurts shall be low fat [A]; and
- C.6.1.4.5.4 Milk substitutions shall be provided in accordance with 7 CFR 210.10(g) [A].

C.6.1.4.6 **Grain**

- C.6.1.4.6.1 75% of grain products served shall be at least 75% whole grain or higher [A]; and
- C.6.1.4.6.2 All grain products shall contain at least 50% whole grain [A].

C.6.1.4.7 **Produce**

- C.6.1.4.7.1 Fresh fruits and vegetables shall be offered daily [A];
- C.6.1.4.7.2 On average throughout the year, 20 percent by cost of all food ingredients and products used in the making of the meals shall be either locally-grown and/or locally-processed\* [A];
- C.6.1.4.7.3 All subgroups of vegetables shall be served in accordance with USDA regulations [A];
- C.6.1.4.7.4 Only one cup per week of starchy vegetables shall be served [L];
- C.6.1.4.7.5 Pizza sauce shall not be credited as a vegetable serving [A];
- C.6.1.4.7.6 All fruits and vegetables shall be credited as established in 7 CFR 210.10 [A];
- C.6.1.4.7.7 Fruits and vegetables are preferably fresh or frozen and shall not be packed in anything other than water or natural fruit juice [A]; and
- C.6.1.4.7.8 Only 100% fruit juice shall be served [A].
- C.6.1.4.7.9 \*Locally-grown, as defined by the HSA, means a from a grower in: Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia. Locally-processed, as defined by the District of Columbia Healthy Schools Act of 2010, means a processed at a facility in: Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.

C.6.1.5 **HSA NUTRITION STANDARDS**

- C.6.1.5.1 \*If the HSA standard is encompassed in DCPS-specific standard, it is not listed.

C.6.1.5.2 **Reimbursement**

- C.6.1.5.2.1 SA shall provide an additional \$.05 per meal reimbursement when at least one component of a reimbursable breakfast or lunch meal is composed entirely of locally-grown and unprocessed foods, not including milk;
- C.6.1.5.2.2 Contractor(s) shall identify and report the number of meals served that are compliant, provide documentation as necessary, and shall make every effort to provide meals that meet this reimbursement provision.
- C.6.1.5.2.3 SA shall provide an additional \$.10 per meal reimbursement for each lunch that meets the following requirements:
  - C.6.1.5.2.4 A different vegetable everyday of the week;
  - C.6.1.5.2.5 Dark green or orange vegetables three or more days per week;
  - C.6.1.5.2.6 Cooked dry beans or peas (legumes) from the HUSSC approved list once per week;

- C.6.1.5.2.7 A different fruit everyday of the week;
- C.6.1.5.2.8 Fresh fruit two or more times per week; and
- C.6.1.5.2.9 A whole grain food serving with each meal.
- C.6.1.5.210 Contractor(s) shall identify and report the number of meals served that are compliant, provide documentation as necessary, and shall make every effort to provide meals that meet this reimbursement provision.

C.6.1.5.3 ***Local Sourcing***

C.6.1.5.3 Public schools and public charter schools shall serve locally-grown, locally-processed, and unprocessed foods from growers engaged in sustainable agriculture practices whenever possible. Preference shall be given to fresh unprocessed agricultural products grown and processed in the District of Columbia, Maryland, and Virginia.

C.6.1.6 **HHFKA NUTRITION STANDARDS**

C.6.1.6.1 \*Standards listed are new as per HHFKA revision. If a standard is encompassed in the DCPS-specific or HSA requirements, it is not listed.

C.6.1.6.1 ***Fats***

C.6.1.6.1.2 Zero grams of non-naturally occurring trans fat per portion (Lunch, 2012/13; Breakfast 2013/14);

C.6.1.6.2 ***Offer vs. Serve***

C.6.1.6.2.1 Reimbursable meals shall contain a fruit or vegetable, ½ cup minimum (Lunch, 2012/13; Breakfast 2013/14); and

C.6.1.6.3 ***Water***

C.6.1.6.3.1 Cold, filtered water shall be made available to students through drinking fountains or other means when meals are served.

C.6.1.7. **PRICING AND CHARGE POLICY**

C.6.1.7.1 Contractor(s) shall provide free breakfast and supper meals to all students.

C.6.1.7.2 Contractor(s) shall provide free lunch to all students eligible for reduced or free meals and all students enrolled in Provision 2 schools.

C.6.1.7.3 Contractor(s) shall charge elementary students ineligible for meal benefits \$2.00 per lunch meal and secondary students \$2.50 per lunch meal. Meal prices are subject to change annually as per HHFKA until equity is achieved with federal reimbursement rates.

C.6.1.7.4 Contractor(s) shall charge \$3.00 for adult breakfasts and \$4.00 for adult lunches. Meal prices are subject to change annually per DCPS' discretion.



- C.6.1.7.5 Contractor(s) shall comply with and facilitate all provisions of the current DCPS charge policy.
- C.6.1.8 **COUNTING AND CLAIMING**
- C.6.1.8.1 Offer versus Served (OvS) will apply for grades 6-12 only. DCPS shall inform the Contractor(s) prior to modifying its service type.
- C.6.1.8.2 Each point of sale (POS) machine shall have a working pin pad or scanner and this equipment shall be used to record meal counts when operable without exception.
- C.6.1.8.2.1 If inoperable, cashiers shall either ask students their names and record them in the POS system or use a roster to record counts.
- C.6.1.8.3 Each point of sale machine shall have one worker to record meal counts.
- C.6.1.8.4 If a Point of Sale is inoperable or if meals are served outside of the cafeteria (Breakfast in the Classroom, Family Style Meals), a student roster from WebSMARTT shall be used to record meal counts.
- C.6.1.8.4.1 School cafeteria and staff are the only individuals allowed to record meal counts;
- C.6.1.8.4.2 Students shall be checked off on a roster. If all students are being checked off on a roster or if notations other than checkmarks are used (indications of incorrect counting procedures), the individuals recording meal counts shall be instructed on correct procedures;
- C.6.1.8.4.3 Each student shall be asked their name before being checked off on a roster; and
- C.6.1.8.4.4 Meal rosters shall be kept in folders and should not be visible to students.
- C.6.1.8.5 All point of sale technical issues should be reported immediately to [websmartt.issues@dc.gov](mailto:websmartt.issues@dc.gov).
- C.6.1.8.6 Contractor's production records shall be in a form and format that meets federal requirements and supports meal claims as defined in Performance Standard 2 of the Coordinated Review Effort (CRE). Contractor(s) production record forms shall receive DCPS approval prior to the start of school. DCPS reserves the right to mandate a universal production record if necessary.
- C.6.1.8.7 Contractor's approved production records shall be completed daily for each meal type and serving model (as needed) and maintained in a binder in the cafeteria office.
- C.6.1.9 **RECORDKEEPING**
- C.6.1.9.1 WebSMARTT edit checks shall be printed daily by Contractor at each school site and maintained in a binder in the cafeteria office.
- C.6.1.9.2 Breakfast and lunch meal counts shall be inputted in full prior to printing the daily edit check;

- C.6.1.9.3 Supper edit checks shall be printed the day following service and attached to the corresponding breakfast and lunch edit check;
- C.6.1.9.4 If a classroom meal count is not recorded in the daily edit check, the additional meals shall be noted and explained on the print out either in writing, dated and initialed, or by attaching the excluded meal roster(s);
- C.6.1.9.5 If edit checks are changed to account for customer ignored or other errors, these changes shall be relayed to the cafeteria lead and be noted on the daily edit check and daily production record, dated and initialed; and
- C.6.1.9.6 (Applicable to Non-Provision 2 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.
- C.6.1.10 Production records shall be completed daily and maintained in a binder in the cafeteria office.
  - C.6.1.10.1 For satellite schools, "Portion prep total" shall equal the portions received from a production kitchen or facility;
  - C.6.1.10.2 For cooking schools, "Portion prep total" shall equal the portions prepared for service; and
  - C.6.1.10.3 For elementary schools, "Portion serve reimbursable" (entrée) shall equal "reimbursable meals."
  - C.6.1.10.4 Edit checks and production records shall be reviewed daily. Corrected weekly reports shall be sent to DCPS by close of business every Wednesday and shall be corroborated by copies of the daily edit checks and daily production records kept on-site at the school.
  - C.6.1.10.5 Any days for which meal participation is 10% or more above or below average shall be noted and explained on the weekly edit check; and
  - C.6.1.10.6 Any errors found by DCPS shall be corrected by the Contractor(s) in WebSMARTT and noted on the corresponding daily edit check(s) and production record(s), dated and initialed.
  - C.6.1.10.7 All records shall be maintained for a minimum of three years plus the current year. Records shall be orderly, easily accessible, and explained to DCPS by Contractor(s) as required by DCPS. Records which shall be maintained at the school site include:
    - C.6.1.11 Production records;
    - C.6.1.11.1 Daily edit checks and accountability rosters;
    - C.6.1.11.2 Delivery tickets (if applicable);
    - C.6.1.11.3 Dietary accommodation forms (if applicable);
    - C.6.1.11.4 Completed operational/compliance forms completed during monitoring visits; and
    - C.6.1.11.5 Findings of formal and/or informal school-based audits or monitoring visits.
- C.6.1.11 **DEPARTMENT OF HEALTH**
  - C.6.1.11.1 DC Department of Health (DOH) regulations to include:
    - C.6.1.11.1.1 At least one DC Certified Food Protection Managers on school premises during work hours, with a valid copy of their Food Protection Manager ID posted conspicuously in the school kitchen. The

Contractor is required to have a permitted back up worker available in the event of the primary permit holder's absence to ensure compliance with DOH regulations;

- C.6.1.11.1.2 A valid DC Basic Business License (BBL) under the name of the Contractor and school (IE Contractor/School), with a copy posted conspicuously in the school kitchen\*;
- C.6.1.11.1.3 Regular health inspections (minimum 2 each year), with a copy of the latest inspection (six months old or less) posted conspicuously in the school kitchen; and
- C.6.1.11.1.4 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 DOH health inspection.
- C.6.1.11.1.5 \* It is the responsibility of the Contractor to pay for, obtain, and maintain a valid BBL for each school cafeteria.
- C.6.1.11.1.6 DCPS reserves the right to obtain meals from other sources if meals are rejected due to closure of one or more of the Contractor's school kitchens by the DC DOH for health code violations.
- C.6.1.11.1.7 The Contractor shall notify DCPS immediately (prior to the close of business on the same operating day) following DOH site inspections with details of the inspection. Corrections to any cited DOH 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 Contractor(s), DCPS, and DOH.

#### C.6.1.12 **CONSEQUENCES OF NON-COMPLIANCE**

- C.6.1.12.1 The Contractor 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:
  - C.6.1.12.1.1 Incomplete/non-reimbursable meals;
  - C.6.1.12.1.2 Meals rejected as unacceptable; as not being in accordance with meal or nutritional standards.
  - C.6.1.12.1.3 Incorrect component substitutions;
  - C.6.1.12.1.4 Non-DCPS approved menu items or a la carte sales;
  - C.6.1.12.1.5 Meals served through a non-compliant breakfast service model under HSA.
  - C.6.1.12.1.6 Said violations, if they result in loss of state or federal reimbursement to the DCPS, shall result in the Contractor reimbursing DCPS within 30 days from the day of the violation for the loss n reimbursement. (possible reword) Said violations shall result in the Contractor 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 a SA fiscal action, DCPS shall withhold from Contractor 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.
- C.6.1.12.1.7 In the event of non-performance or violation or breach of the requirements by the Contractor, DCPS shall also have the right to pursue all administrative, contractual, and legal remedies against the Contractor and shall have the right to seek sanctions and penalties as shall be appropriate.

C.6.1.12.1.8 DCPS shall issue directives regarding any deficiencies, and the Contractor shall be obligated to rectify those deficiencies in a timely manner. DCPS shall also, at its option, in addition to any other remedies available to it, assess damages for violations of the terms and conditions of the contract in accordance with the following schedule:

Provision	Damages Per Occurrence
Spoiled/Damaged/Expired Product Stocked	\$250
Product Improperly Stored	\$250
Off Menu (2 components or more)	\$250
Staff Not Trained on Area of Responsibility (1 or more)	\$250
Unapproved Product Stocked	\$500
Spoiled/Damaged/Expired Product Served	\$500
No DC Certified Food Handler On Site	\$500
Staff On Site Have Not Passed Fingerprinting Screening	\$500
Misuse of Point of Sale	\$500
Not enough entrée items available for students *	\$1000
Meal Period Start Time Major Delay (15 minutes or more)*	\$1000

\*Items impact timing of academic instruction.

The maximum ceiling on an annual basis pursuant to the above provision of this chart is for the maximum damages of \$650,000.00 and the ceiling for any such damages shall not exceed \$650,000.00 dollars per contract year. The assessment of non compliant penalties will be vetted by the Chief Operating Officer and the Chief Contracting Officer to review, approve or disapprove any potential non-compliant penalty prior to imposing such a penalty.

C.6.1.13.1 **NON COMPLIANCE APPEAL**

C.6.1.13.1.1 Appeals shall be handled according to applicable law and policy.

C.6.2 **DATA AND TECHNOLOGY**

C.6.2.1 The Contractor shall, on a daily basis, record all breakfast, lunch (to include salad bar), supper, and snack counts and cash intake into WebSMARTT or the current DCPS-owned POS technology solution, including data from rosters or other approved meal count forms.

C.6.2.2 The Contractor shall ensure each service line employs an operational point of sale at all times, including stand alone salad bars serving reimbursable meals.

C.6.2.3 The Contractor shall not accept payment during meal periods. Contractor(s) shall honor all student and/or parent/guardian cash payments and checks made payable to the DC Treasurer provided before, in between, or after meal periods and all MyPAL cashless kiosk and MyLunchMoney.com prepayments. The Contractor(s) shall not request nor disclose student personal data as specified by the COPPA or FERPA.

- C.6.2.4 If the POS is inoperable or if meals are served outside of the cafeteria, a roster generated from WebSMARTT shall be used to take accountability.
- C.6.2.4.1 Students shall be checked off on a roster if being accounted for. If, on a roster completed by a school staff member, all students are checked off or if notations other than checkmarks are used, the Contractor(s) staff shall instruct the individual taking accountability on procedure;
- C.6.2.4.2 Each student shall be asked his/her name or assigned meal program identification before being counted as having received a reimbursable meal. Rosters must record meals so they are claimed at the correct reimbursement level (Free, Reduced Price, or Paid);
- C.6.2.4.3 Meal rosters shall be maintained in such fashion as to comply with federal regulations on overt identification; and
- C.6.2.4.4 All data files, including those generated by the District-owned technology systems including POS and student files, are owned solely by DCPS and must reside exclusively within District-owned data systems.
- C.6.2.5 The Contractor shall utilize and agree to help maintain all DCPS POS' equipment including client monitors, manager computers, MyPal Cashless Kiosks, pinpads, and scanners. The Contractor shall report all requests for POS equipment repair or replacement through the Quickbase reporting system.
- C.6.2.6 The Contractor shall agree to implement and utilize all software applications as adopted by DCPS. All software licenses and databases are the exclusive property of DCPS.
- C.6.2.7 The Contractor shall ensure all manager computers are turned on at all times to facilitate point of sale data replication.
- C.6.2.8 Failure to provide accurate POS data shall constitute a material breach of this agreement.
- C.6.2.9 DCPS shall be responsible for its information technology systems, including, but not limited to, point of sale devices, e-commerce solutions, and computer hardware and software services and applications ("DCPS Systems"): DCPS shall (i) allow Contractor to interface and connect the Contractor's information technology systems and the DCPS Systems to the extent necessary for Contractor to perform the services hereunder (ii) provide the Contractor with any reasonably requested assistance in connection therewith); (iii) take the necessary security and privacy protections as are commercially reasonable under the circumstances; (iv) comply with any applicable laws or regulations related to the protection of personal information; and/or (v) comply with any card association rules related to the protection of cardholder data, including, but not limited to, the payment card industry data security standards.

C.6.2.2 **REPORTING**

- C.6.2.2.1 Weekly or as specified by DCPS, the Contractor shall present a progress report to DCPS Food Services management. This report shall include, but not be limited to:

- C.6.2.2.1.1 Participation data for breakfast, lunch, and supper (week analyzed, week prior year, year to date (YTD), and last year to date (LYTD));
- C.6.2.2.2 Data shall be broken down by school type and program type;
- C.6.2.2.2.1 School analysis for the highest participation drops year/year with action plans for improvement;
- C.6.2.2.2.2 A la carte, salad bar, and adult meal sales;
- C.6.2.2.2.3 Operational issues; and
- C.6.2.2.2.4 New and/or ongoing initiatives.
- C.6.2.2.3 The Contractor shall be provided access to all prior year and current year data needed to fulfill DCPS' reporting requirement.

**C.6.3. CASH RECONCILIATION**

C.6.3.1 At the end of every operating day, all cashiers or cafeteria leads that have received any cash shall reconcile the amount in the POS system to reflect the intake for that operating day. This includes all cash deposited into a cashless kiosk, if applicable. If there is a difference between "expected" cash and "actual" cash, the reason for the variance shall be noted by the Contractor(s). Contractor(s) shall be responsible for any shortages incurred as a result of its negligence and shall refund DCPS in full for all discrepancies via a line item credit to the subsequent month's invoice to DCPS.

C.6.3.2 All schools shall keep deposit materials (deposit bags, red books or deposit (slips) on hand at all times. These materials shall be provided by DCPS at the beginning of the year and on request to the Contractor(s). Any deposits that are not picked up as a result of a failure on the part of the Contractor(s) to report shortages or a lack of deposit accessories shall result in the vendor reimbursing DCPS for the cost of an armored courier truck pick up fee (currently \$65).

**C.6.4 EQUIPMENT AND FACILITIES**

C.6.4.1 Each school shall have the basic equipment needed to facilitate the FSP, including sanitary toilet and hand washing facilities for the employees of the Contractor.

C.6.4.2 The Contractor shall be responsible for the maintenance, repair, and replacement of all equipment not related to Building and Structure. A plan for how the Contractor(s) will maintain, repair, or replace equipment at all schools serviced should be submitted within sixty (60) days of contract execution. The overview should address the following elements:

- C.6.4.2.1 Initial equipment assessment;
- C.6.4.2.2 Replacement plan/timeline;
- C.6.4.2.2 Brand(s) and models of equipment to be purchased;
- C.6.4.2.3 Purchasing process;
- C.6.4.2.4 Removal and installation process;
- C.6.4.2.5 Warranty, maintenance, and inventory management; and
- C.6.4.2.6 Reporting.

- C.6.4.3 At all times, the Contractor must ensure that all applicable reimbursable meals and programs can be prepared on time with the proposed equipment and equipment on site.
- C.6.4.4 Intentionally left blank
- C.6.4.5 The Contractor shall utilize workable serving equipment at each school including salad bars and other meal stations as developed for the facility. Contractor(s) staff should be trained on how to operate and troubleshoot basic kitchen equipment.
- C.6.4.6 The Contractor shall as an operating expense of the cost reimbursable contract, be responsible for disconnecting, removing, and disposing of old equipment and coordinating delivery for, uncrating, setting in place, and ensuring the proper operation of any newly-installed equipment.
- C.6.4.7 The Contractor shall be responsible for the timely maintenance of all equipment.
- C.6.4.8 The Contractor shall be responsible for the warranty management of all newly purchased equipment.
- C.6.4.9 The Contractor shall protect the equipment from pilferage or destruction.
- C.6.4.10 The Contractor shall operate and maintain all equipment and food service areas in a clean, safe, and sanitary condition in accordance with standards acceptable to DCPS. DCPS shall be responsible for all facilities repairs, including oven hoods and pest control requests, and for regularly cleaning grease traps.
- C.6.4.11 The Contractor 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.
- C.6.4.12 The Contractor shall be responsible for disposing of waste in designated containers: compost to compost bin, recycling to recycling bin, etc.
- C.6.4.13 The Contractor shall consent to recycling and/or composting foodstuffs and specific materials if these disposal methods are supported by the school facility.
- C.6.4.14 The Contractor shall provide an education program for the students and school staffs on the proper use of trash, recycling, and/or composting receptacles through signage and promote all DCPS recycling, composting, or landfill diversion programs.
- C.6.4.15 The Contractor shall clean the kitchen (including, but not limited to all equipment, counters, sinks, cookware, utensils, plates, bowls, trays, cups and glassware) and dining room tables daily or as needed following each meal period. Cafeteria floors, walls above six feet, ceilings, widows, hoods, and vents/ducts above ceiling level shall be maintained by school custodial staff.
- C.6.4.16 The Contractor 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.).

- C.6.4.17 The Contractor shall not utilize DCPS school facilities for any purposes outside of the scope of this contract without DCPS approval. Contractor(s) 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.
- C.6.4.18 The Contractor shall utilize all specialized equipment available at the school to include dishwashers, salad bars (freestanding and line-based), and meal stations. The Contractor shall facilitate DCPS-branded meal stations at all schools with station capabilities.
- C.6.4.19 The Contractor shall establish standards for receiving, storage, ordering, and cleanliness and assess performance against these standards during monitoring visits.
- C.6.5 **SERVING WARE, SMALL WARE, & DISPOSABLES**
  - C.6.5.1 The Contractor shall provide all serving ware, small ware, and disposables to be compliant with meal service including, but not limited to:
    - C.6.5.1.1 Plates and/or trays
    - C.6.5.1.2 Portion cups
    - C.6.5.1.3 Cutlery
    - C.6.5.1.4 Napkins
  - C.6.5.2 All disposables provided by the Contractor including plates, trays, cups, bowls, sandwich containers, straws, cutlery, utensils, napkins, menus, placemats, cups, etc. shall be either reusable or made of recycled materials, be recyclable, and/or be easily compostable. The determination of material type purchased should be based on the school's ability to dispose of said materials properly (e.g. composting or recycling refuse pickups scheduled). No Styrofoam (excepting coated biodegradable) is to be used by the Contractor for any foodservice operation within DCPS.
  - C.6.5.3 If a school has a operational dishwasher, Contractor(s) shall purchase all reusable serving ware. Reusable cutlery shall be subject to DCPS approval prior to purchase.
  - C.6.5.4 Cutlery items shall be purchased separately and shall be displayed on a condiment/cutlery station located at the end of the serving line or in the cafeteria. No sporks shall be utilized in schools and straws shall be purchased on an as needed basis to reduce waste.

C.6.6.1. **PACKAGING AND PRESENTATION**

- C.6.6.1.1 The Contractor shall package all food items to be in compliance with health regulations,



to maintain food quality, to limit mess or waste, to be easily consumable, and to be visually appealing.

- C.6.6.1.2 The presentation of food on the serving line and in all auxiliary equipment shall be appealing. Presentation shall be consistent across all schools.

**C.6.7. FOOD SAFETY & EMERGENCY PREPAREDNESS**

- C.6.7.1 The Contractor shall maintain all foods at the temperature necessary to ensure its safety at all times including preparation, storage, delivery, and service. Chilled and frozen foods and components shall be transported under constant refrigeration.

- C.6.7.2 Delivery vehicles shall be maintained to meet stringent sanitation standards.

- C.6.7.3 The Contractor 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.

- C.6.7.4 Contractor(s) shall have effective contingency (resource readiness including staff and facilities) plans for food recalls, inclement weather, security, or any other unforeseen event.

- C.6.7.5 The Contractor shall notify DCPS no later than 2 hours after discovery of any food recall incident and provide alternate menu items as necessary.

- C.6.7.6 The Contractor shall provide a plan to utilize kitchen(s) to provide meals in case of emergency prior to the start of services. All emergency meals shall be compliant with DCPS nutritional standards.

**C.6.8. NUTRITION, FOOD QUALITY, AND PROCUREMENT**

- C.6.8.1 The Contractor shall abide by DCPS-specific nutrition standards where the standards exceed the current federal regulations and shall abide by the HSA where the standards exceed the requirement of the HHFKA.

- C.6.8.2 DCPS reserves the right to audit the Contractor's facilities and operations to ensure nutritional, food quality, or procurement compliance.

- C.6.8.3 The Contractor shall provide DCPS with all nutritional documentation or data necessary to maintain program compliance in the timeframe specified by DCPS.

- C.6.8.4 The Contractor shall provide to DCPS estimated nutrition 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 from the nutrient analysis software utilized by DCPS, currently NutriKids. Contractor(s) shall upload this file monthly to a web

portal which shall feed into the DCPS website.

C.6.8.5 Contractor shall adhere to the "Buy American Provision" in full by purchasing domestically grown and processed foods to the maximum extent possible and by ensuring each end product is of domestic origin (and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States).

C.6.9 **MENU**

C.6.9.1 Contractor(s) shall serve only meals and food items approved by DCPS. DCPS and contractor shall coordinate review, give feedback on, and approve all menus, ingredients, and meal components at least one month prior to meal service. Contractor(s)' procurement requirements shall influence the menu submission deadline. All new menu items or products shall be taste tested with DCPS management staff and DCPS students prior to receiving approval. Contractor(s) shall develop a taste test survey and evaluation rubric to determine student approval for menu items. All menu items are subject to DCPS' nutritional requirements.

C.6.9.2 The Contractor shall obtain prior approval for any substitution of menus or menu items. Any item substituted shall be from the list of approved items. Substitutions shall not impact compliance with daily/weekly menu requirements.

C.6.9.3 The Contractor shall train all staff on menu item preparation prior to service. Contractor(s) shall maintain a recipe book or menu guide at every school with pictures of each finished menu item and step-by-step instructions for recipe execution.

C.6.9.4 Contractor's menus shall meet age level serving requirements (Pre-K/Preschool, K-5, 6-8, and 9-12).

C.6.9.5 Menus shall feature a minimum of two entrée choices in grades K-5, three choices in grades 6-8, and four choices in grades 9-12. One entrée each day, at minimum, must be non-meat.

C.6.9.6 The Contractor shall provide no meals served to students in Pre-K/Preschool, Kindergarten, or Grade 1 that 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.

C.6.9.7 The Contractor 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 students' *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 alternative 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.

- C.6.9.8 The Contractor shall develop, at minimum, a two week cycle for vegetarian meals.
- C.6.9.9 The Contractor shall serve, at minimum, three hot breakfasts per week and one hot lunch per day at each school.
- C.6.9.10 The Contractor 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, hold temperature well, require little to no assembly in the classroom, and limit mess.
- C.6.9.11 The Contractor shall create a grab and go breakfast menu that will be consistent with food safety standards throughout the service period and shall include at least three hot items per week.
- C.6.9.12 The Contractor shall create menus for FFVP and afterschool snack that feature a variety of fruits and vegetables.
- C.6.9.13 The Contractor shall create a salad bar menu for reimbursable and non-reimbursable (fruit and vegetable) salad bars for schools with stand alone or line-based salad bar equipment. Approximately 30% of menu items featured should rotate to increase variety and express seasonality. All menu items presented on the salad bar shall be legibly labeled. Dressing for the salad bar shall be dispensed via a hand dispenser approved by DCPS prior to use. If the salad bar is stand alone, product should be presented identically on both sides of the bar to facilitate line flow.
- C.6.9.14 If a courtesy salad is mandated by the current DCPS charge policy, students at their balance thresholds shall not be allowed to take a salad bar meal as a substitute.
- C.6.9.15 To limit waste, salad bar menu components shall be delivered no more than two days in advance of service. Deliveries shall not be made on Friday for components served the following week. Deliveries shall be made two days in advance but not on Friday's, with the exception of the first day of school or prior to the students returning from spring break.
- C.6.9.16 The Contractor shall create an afterschool supper menu that meets current regulations, features a variety of cold menu items, and includes all five reimbursable meal components. It is probable that during the full term of this procurement, including approved annual extensions, new regulations will be finalized that shall change menu planning requirements for supper. To that end, DCPS shall, at its discretion, either negotiate with the Contractor for incorporating required changes, or issue a new procurement for affected programs or entire content.
- C.6.9.17 The Contractor shall print monthly menus and distribute them to every school under management. Menus shall be printed to support 20% of enrollment and shall

ensure that menus are posted in the cafeteria line and in the school office.

**C.6.9.1 A LA CARTE**

C.6.9.1.1 The Contractor shall provide a la carte options at all middle and high schools and shall provide bottled water and a la carte milk at all elementary schools

and education campuses. If a school has a salad bar, a la carte salads must be made available to students.

C.6.9.1.2 All a la carte meals, menu 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 a la carte menu offerings or prices shall be approved by DCPS. Suggested prices shall not be higher than competitive foods in schools (vending, school store). Prices must meet HHFKA requirements for "non-program revenue" as stated in the interim rule dated 6/17/11, National School Lunch Program: School Food Service Account Revenue Amendments Related to the Healthy Hunger-Free Kids Act of 2010. A la carte items shall meet the USDA HealthierUS School Challenge standards for competitive foods.

C.6.9.1.3 All a 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 a la carte showing the items available and price.

C.6.9.1.4 The Contractor shall be reimbursed for a la carte items using meal equivalency.

**C.6.10 USDA DONATED FOOD**

C.6.10.1 Any USDA-donated commodities made available to DCPS and received for use by the Contractor(s) shall be utilized toward the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations. Contractor(s) shall perform the specific activities relating to United States Department of Agriculture (USDA) donated foods that are indicated below.

C.6.10.2 Ensuring that DCPS shall retain title to all USDA donated foods, while conducting all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250, as applicable.

C.6.10.3 Ensuring that the full value of all commodity foods to which DCPS is entitled is incorporated into the menu plans.

C.6.10.4 DCPS shall work cooperatively with the Contractor in determining the optimal requests for donated foods offered. However, the Contractor is obligated to fully utilize 100% of the District's entitlement, or their share of the District's entitlement in proportion to the percentage of meals served. DCPS retains final authority for determining the allocation of entitlement dollars to foods offered.

- C.6.10.5 DCPS shall work cooperatively with the Contractor in determining whether to accept bonus or donated foods. DCPS retains final authority for making this determination. The Contractor will credit the full value of bonus donated foods accepted during the month they are used. Ordering or selecting of donated foods, in coordination with DCPS and OSSE, and in accordance with 7 C.F.R. § 250.58(a).
- C.6.10.6 Storing and managing inventory of donated foods, in accordance with 7 C.F.R. § 250.52.
- C.6.10.7 Paying processing fees or submitting refund requests to a processor on behalf of DCPS, or remitting refunds for the value of donated foods in processed end products to DCPS, in accordance with the requirements in 7 C.F.R. § 250(C). The cost of processing shall be included in the fixed fee per meal charged.
- C.6.10.8 Ensuring that any USDA donated foods received (when the foods arrive at the school kitchen, DCPS storage facility, or Contractor storage facility, in either raw form or in processed end products) by DCPS and made available to the Contractor accrue solely to the benefit of DCPS's nonprofit school food service account and FSP, if applicable, and shall be fully utilized therein. The Contractor shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of DCPS.
- C.6.10.9 Enabling and facilitating DCPS in conducting its year-end reconciliation to ensure and verify correct and proper credit has been received for the full value of all USDA donated foods used by the Contractor during the fiscal year. DCPS reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 C.F.R. § 210 and 7 C.F.R. § 250.
- C.6.10.10 The Contractor is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of DCPS. The Contractor agrees that any procurement and/or utilization of end products by the Contractor on behalf of DCPS shall be in compliance with the requirements in subpart C of 7 C.F.R. Part 250 and with the provisions of DCPS' processing agreements. The Contractor understands and hereby acknowledges that DCPS and SA are separate entities. DCPS is the final authority with respect to any processing agreements proposed by the Contractor. DCPS shall, therefore, independently authorize in writing the Contractor's entry into any such processing agreements on behalf of DCPS.
- C.6.10.11 The value of donated foods has been factored in to the fixed unit price per meal charged to the District per sections B.5.2.1 and B.5.1.4. (fixed unit prices) and the actual value of such donated foods used shall be monitored by separate inventory, such inventory, to be available upon request for District review. The value of donated foods used shall be noted on the invoice for the month in which the donated food was used. Contractor shall ensure that DCPS receives credit for the value of all USDA donated foods received for use in DCPS' meal service in the school year or fiscal year (including both entitlement and bonus foods) pursuant to section C.6.10.12 below, including the value of USDA donated foods contained in processed end products, in accordance with the contingencies in 7 C.F.R. Part 250.51(a).

- C.6.10.12 At the end of each year, the Contractor shall reconcile the value of USDA Foods received against the total value of the per-meal credits described in section B.5.2.1. The Contractor shall provide a final credit for any balance due to DCPS. The total credit given for USDA Foods in each year must equal the sum of the District's USDA Foods entitlement (lunches served in the preceding year x USDA Foods entitlement rate, also known as the Planned Assistance Level) plus any bonus donated foods accepted by the District.
- C.6.10.13 The Contractor shall use the USDA donated food values as posted on SA's USDA donated foods website including the value of USDA bonus donated foods. Contractor(s) shall use all USDA donated ground beef products, and all processed end products, in DCPS' food service. The Contractor shall use all other USDA donated foods, or shall use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods, in DCPS' food service. The Contractor(s) shall comply with the storage and inventory requirements for USDA donated foods set forth in 7 C.F.R. § 250.52. Upon termination of the contract, the Contractor(s) shall return all unused USDA donated ground beef, end products and, at DCPS' discretion, other USDA donated foods.
- C.6.10.14 The Contractor shall assure DCPS that the procurement of processed end products on behalf of DCPS, as applicable, shall comply with 7 C.F.R. § 250 and with provisions of DCPS processing agreements, if any. The Contractor shall disclose to DCPS the value of USDA donated foods contained in such end products at the processing agreement value. The Contractor shall not itself enter into a processing agreement with a processor without DCPS' written authorization to do so.
- C.6.10.15 Contractor(s) and DCPS shall maintain records relating to the use of USDA donated foods, in accordance with 7 C.F.R. § 250.54.
- C.6.10.16 The Contractor shall provide DCPS with a copy of the quarterly Recipient Entitlement Balance Report from SA. The values are to be based on the values at the point DCPS receives the commodities from the State distributing agency (SA) and are to be based on the USDA Commodity Value Added Listing pertinent to the time period. This information is available from the USDA Food Distribution Program.
- C.6.10.17 The distributing agency, SA, DCPS, the Department of Agriculture, or their duly authorized representatives, shall perform onsite reviews of the Contractor(s)' food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA donated foods.
- C.6.10.18 Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA donated foods.
- C.6.10.19 The Contractor's system of inventory management will ensure that all donated foods are kept wholesome and utilized with the period of each item's "use by" date.
- C.6.10.20 The Contractor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods and notify DCPS within 24 hours and credit DCPS accordingly within 30 days.

C.6.10.21 The Contractor shall account for all USDA donated foods separately from purchased foods. The Contractor is required to maintain accurate and complete records with respect to the receipt, use, disposition, storage, and inventory of USDA donated foods. Failure by the Contractor to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA donated foods. Further, the Contractor shall maintain records of any and all information relating to USDA entitlements and foods received, electronically, whether in DCPS information technology systems or otherwise. Such records shall be available at all times to DCPS, without notice to Contractor(s).

C.6.10.22 DCPS shall enter into federal commodity food co-op agreements and/or agreements with other duly authorized agencies or School Food Authorities to structure commodity purchasing to the mutual benefit of the agreeing parties.

C.6.11 **FOOD WASTE**

C.6.11.1 As per PL 112-55 Sec. 734, 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.6.11.2 At minimum, the Contractor shall arrange to have unconsumed, perishable food product picked up weekly by said 501(c)(3) organization(s).

C.6.12 **PROGRAMS**

C.6.12.1 Contractor shall facilitate all special programs or meal service models in schools as per DCPS' request. The Contractor(s) shall ensure program continuity year over year and identify and implement program best practices.

C.6.12.2 **BREAKFAST IN THE CLASSROOM**

C.6.12.2.1 DCPS shall provide the Contractor with rolling or carrying insulated bags to transport food from the cafeteria to the classroom.

C.6.12.2.2 DCPS shall provide each breakfast in the classroom school with trash bags and desk wipes at the start of the school year and on request.

C.6.12.2.3 DCPS staff shall liaise with, provide resources to, and train school personnel when necessary to initiate a breakfast in the classroom program.

C.6.12.2.4 DCPS shall conduct Breakfast in the Classroom outreach and marketing when necessary and shall be supported by the Contractor(s).

- C.6.12.2.5 The Contractor shall train 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.
- C.6.12.2.6 The Contractor shall observe their Breakfast in the Classroom programs at least once per month and shall make process improvements accordingly.
- C.6.12.2.7 The Contractor shall instruct school-based staff on how to communicate Breakfast in the Classroom requirements to teachers, aides, or other program facilitators.
- C.6.12.2.8 The Contractor 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, hold temperature well, require little to no assembly in the classroom, and limit mess.
- C.6.12.2.9 The Contractor shall prepare and individually wrap each meal component as necessary. Hot components and cold components shall be packed in separate bags. Insulated bags shall be packed by homeroom. Accountability rosters shall be printed per classroom and packed with the breakfast bags.
- C.6.12.2.10 The Contractor 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 Contractor shall speak to the school administration and alert DCPS of the issue.
- C.6.12.3 **GRAB AND GO BREAKFAST & EXTENDED BREAKFAST**
- C.6.12.3.1 DCPS shall provide Contractor with portable kiosks to facilitate Grab and Go breakfast in schools where breakfast is served outside of the cafeteria.
- C.6.12.3.2 DCPS shall negotiate with the school administration to decide the location of the kiosk, the addition of full service breakfast, and breakfast times. This information shall be communicated to the Contractor(s) prior to the start of the program.
- C.6.12.3.3 DCPS staff shall liaise, provide resources to, and train school personnel when necessary to initiate a grab and go breakfast program.
- C.6.12.3.4 DCPS shall conduct Grab and Go outreach and marketing when necessary and shall be supported by the Contractor(s).



- C.6.12.3.5 The Contractor shall train staff on operating the Grab and Go breakfast 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.
- C.6.12.3.6 The Contractor shall create a grab and go breakfast menu and shall include at least three hot items per week.
- C.6.12.3.7 The Contractor 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 kiosk or in another location highly visible to students and the menu for grab and go shall be posted daily at the kiosk. Kiosk items shall be kept at appropriate safe temperatures (hot and cold) through use of the insulated compartments or other means as the Contractor sees fit.
- C.6.12.3.8 The kiosk shall be staffed throughout the breakfast period and shall be restocked as needed.
- C.6.12.3.9 The Contractor staff shall account for all students taking breakfast from the kiosk through portable point of sale machines (provided by DCPS) or through meal rosters.
- C.6.12.3.10 If school administrators extend breakfast, Contractor(s) shall keep traditional breakfast service open for the length of time or at such additional times as agreed to by the school administration and DCPS Food Service prior to the start of school.
- C.6.12.4 **AT-RISK AFTERSCHOOL SUPPER**
- C.6.12.4.1 Afterschool supper, administered as part of the Child and Adult Care Food Program, shall be facilitated by Food Service staff members as requested by DCPS Food Service. Supper accountability shall be taken by the staff member at the point of sale.
- C.6.12.4.2 Meals served as part of the afterschool supper program shall conform to the same menu requirements as meals served as a part of the National School Lunch Program, excluding the requirement for hot meals.
- C.6.12.4.3 DCPS shall coordinate all training of supper facilitators at schools which do not require a Food Service staff member.
- C.6.12.4.4 DCPS Out of School Time in coordination with DCPS Food Services shall ensure all facilitators accountable for meals in the manner specified by DCPS Food Services.

- C.6.12.4.5 DCPS Food Services shall record all incidences of facilitators failing to account for meals properly. The Contractor(s) shall report all incidences of facilitator noncompliance to DCPS OFNS within 24 hours of discovery.
- C.6.12.4.6 DCPS supper facilitators shall keep a binder containing meal rosters in a place that is accessible to the cafeteria lead and shall inform the cafeteria lead of its location at the start of school.
- C.6.12.4.7 DCPS Out of School Time shall report all changes in enrollment to DCPS no later than a week in advance of service.
- C.6.12.4.8 The Contractor shall train staff on operating the after school supper program and shall include instructions on after school supper 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.
- C.6.12.4.9 The Contractor shall create an afterschool supper menu that features a variety of cold menu items and includes all five reimbursable meal components. The Contractor shall prepare afterschool supper and package all components together, with the exception of milk and fruit. No non-whole components shall be left disassembled.
- C.6.12.4.10 Prepackaged meals shall be left in a refrigerated area that is accessible to the supper facilitator.
- C.6.12.4.11 The Contractor(s) shall account for students the day following meal service by inputting meal count data into the point of sale from the meal roster left by the facilitator.
- C.6.12.4.12 This section is intentionally left blank.
- C.6.12.5 **AFTERSCHOOL SNACK**
- C.6.12.5.1 The Contractor shall serve a light snack afterschool in schools that do not qualify for supper and request the program.
- C.6.12.5.2 The snack served shall include at least two reimbursable meal components. The Contractor shall create menus for snack that feature a variety of fruits and vegetables.
- C.6.12.5.3 Only one snack shall be served to each student. Afterschool snack shall be accounted for using rosters

**C.6.12.6 ADULT MEALS**

- C.6.12.6.1 The Contractor shall offer adult meals to school staff, unless providing such meals shall compromise Contractor(s)'s ability to provide meals to students.
- C.6.12.6.2 The price of a adult meal shall be set by DCPS prior to the start of each school year. Prices shall be subject to change at DCPS' discretion.
- C.6.12.6.3 The portions for an adult meal shall be equivalent to the serving size for a student in grades 9-12.
- C.6.12.6.4 Should DCPS require food service for banquets, meetings, and other school events, Contractor shall provide meal services. No food, labor, and supplies appropriated for the daily FSP shall be used for these functions. All special food service events require prior approval of DCPS Food Services.

**C.6.12.7 EARLY CHILDHOOD FAMILY STYLE LUNCH**

- C.6.12.7.1 DCPS shall liaise with the DCPS Office of Early Childhood and shall provide Early Childhood program managers with operational guidelines for family style lunch in coordination with Contract Administration as delineated in Section G.
- C.6.12.7.2 DCPS Office of Early Childhood shall train all staff on family style lunch operations.
- C.6.12.7.3 DCPS shall provide the Contractor with all serving ware, small ware, and equipment necessary to facilitate family style lunch. A family style lunch "kit" shall be available for each Early Childhood classroom.
- C.6.12.7.4 The Contractor shall have use of pushcarts to transport family style lunch to the classroom or cafeteria.
- C.6.12.7.5 The Contractor shall train staff on operating the family style lunch program and shall include instructions on family style lunch 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.
- C.6.12.7.6 The Contractor shall create a family style lunch menu that is developmentally appropriate. This menu can be a simplified version of the regular lunch menu. Menu items shall be transported family style and shall be portioned into H pans according to class size and the age of students enrolled in the class. Serving ware, small wares, and meal rosters shall be transported with the meals to the classroom. All food shall be kept in insulated CAMBRO containers that maintain temperature.
- C.6.12.7.7 Accountability shall be taken by the classroom teacher and shall be reported to the

Contractor via a roster. The Contractor shall input roster data into the point of sale on the day the meal is served and maintain all rosters for the federally mandated reporting period.

**C.6.12.8 SCHOOL GARDENS**

- C.6.12.8.1 DCPS shall support schools in establishing school gardens. If given authority to do so, DCPS OFNS shall institute a garden pilot program in schools.
- C.6.12.8.2 The Contractor shall utilize school garden produce in school meals if the school has completed the school garden checklist and distributed garden produce waivers to the parents or guardians of all enrolled students. Upon award of contract the waivers will be available to the contractor for review upon request.
- C.6.12.8.3 The Contractor shall promote school gardens in coordination with DCPS and, if possible, shall utilize the garden in nutrition education activities.
- C.6.12.8.4 The Contractor shall engage in any other activity establishing garden to cafeteria connections, which shall include working directly with or supporting a school garden coordinator. All activities shall be approved by DCPS prior to initiation.

**C.6.12.9 FRESH FRUIT AND VEGETABLE PROGRAM**

- C.6.12.9.1 The Contractor shall create menus for FFVP that feature a variety of fruits and vegetables. 75% of all fruits and vegetables on the menu shall be seasonal for the months of August-November and April-June.
- C.6.12.9.2 The Contractor shall assist school staff in creating FFVP marketing materials and shall assist DCPS in soliciting school applications for program participation.
- C.6.12.9.3 The Contractor shall spend up to the monthly FFVP grant allocation on operating costs.
  - C.6.12.9.3.1 Operating costs include:
    - C.6.12.9.3.1.1 Buying fruits, vegetables, and low-fat or non-fat vegetable dipping sauce;
    - C.6.12.9.3.1.2 Buying nonfood items like napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags;
    - C.6.12.9.3.1.3 Value added services such as pre-cut produce, ready-made produce trays, and delivery charges; and
    - C.6.12.9.3.1.4 Salaries and fringe benefits for employees who do such tasks as washing and chopping produce, preparing trays, distributing produce to classrooms, setting up kiosks, restocking vending machines, and cleaning up.
- C.6.12.9.4 The Contractor shall also apply ten percent of the total grant toward administrative costs. Administrative costs are the documented expenses the Contractor shall incur

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.

C.6.12.9.5 The Contractor 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.. Vendor shall submit monthly program invoices with their invoice to DCPS to substantiate the cost figure.

C.6.12.9.6 The Contractor shall budget for FFVP prior to the start of the program and create the program schedule with school administrators. FFVP must be served, at minimum, twice per week. The Contractor shall not change the schedule without the approved consent of the school administrators.

C.6.12.10 **SUMMER FOOD SERVICE PROGRAM**

C.6.12.10.1 The Contractor shall facilitate breakfast and lunch feeding for the Summer Food Service Program (SFSP) at schools with DCPS Out of School Time summer programs and schools hosting community programs. This school list is subject to change yearly.

C.6.12.10.2 The Contractor shall create monthly menus to cover the term of the SFSP. The Contractor shall print monthly menus and distribute them to every school facilitating the SFSP. Menus shall be printed to support 20% of summer program enrollment. The Contractor shall ensure that menus are posted in the cafeteria line and in the school office.

C.6.12.10.3 The Contractor shall take SFSP accountability via DCPS-approved meal count sheets.

C.6.12.11 **The Section is intentionally left blank.**

C.6.12.12 **SPECIAL EVENTS**

C.6.12.12.1 The Contractor shall participate in and create menu items in coordination with DCPS' annual special events. Annual special events shall include:

C.6.12.12.1.1 International Food Days (Fall, Winter, & Spring)

C.6.12.12.1.2 Strawberries and Salad Greens Day (June)

C.6.12.12.2 The Contractor shall, on approval of DCPS, organize special events in support of student health, nutrition, or physical fitness. The Contractor is also encouraged to support special events sponsored by external organizations including, but not limited to, Farm to School Week, National School Breakfast Week, and Food Day.

C.6.13 **MARKETING, COMMUNICATIONS, AND NUTRITION EDUCATION**

C.6.13.1 DCPS shall control all messaging and marketing collateral related to the FSP. Contractor's school-based marketing campaigns shall be approved by DCPS prior to implementation. The appearance of all marketing collateral should meet professional

standards.

- C.6.13.2 The Contractor shall comply and assist in coordinating DCPS executed marketing campaigns in schools.
- C.6.13.3 The Contractor-generated communications shall be approved by DCPS prior to distribution.
- C.6.13.4 The Contractor's communication with School Administrators, teachers, and other school personnel shall be professional. The DCPS contract administrator shall be copied on all communication sent by the vendor to the school principal.
- C.6.13.5 The cost of marketing, communications, and nutrition education is to be included in the Contractor's fixed-unit price meal charge.

C.6.14 **STAFFING**

- C.6.14.1 The Contractor shall have adequate management and supervisory staff to fulfill the contract. This staff shall be available and responsive to DCPS and the school faculty. DCPS shall review and give consent to all management/supervisory staff hired during the term of the agreement.
- C.6.14.2 The Contractor shall be fully staffed at all times for the effective production, distribution, and service of meals in accordance with the requirements of this contract. Additionally, the Contractor shall maintain a sufficient pool of trained workers to supplement site staff as needed to account for work absences and vacancies. If a school-based vacancy arises and the Contractor is unable to fill the position from the existing labor pool within two operating days, the Contractor shall utilize temporary services until a permanent food service worker (FSW) is hired. All FSW vacancies shall be filled within two weeks time. The Contractor shall promote internally whenever possible and provide opportunities for development for all FSW positions.
- C.6.14.3 FSW shall be expected to have basic written and verbal skills, basic computer skills, be sanitation certified, and have passed ServSafe or another industry-recognized food safety exam. Prior to beginning work, all FSW shall have at least one form of validation per job function. Validation can include certification or training administered by a certified trainer.
- C.6.14.4 Specialized equipment shall require equipment specific FSW certification. Salad bar operators shall receive DCPS salad bar certification. To receive certification, a FSW must show competence in salad bar operations to include: identifying a reimbursable meal, item replenishment, food safety, and salad bar POS operations. Food station operators shall also be required to become station certified. FSWs who have not received certification shall not be allowed to operate specialized equipment. Certified FSWs shall be asked to assist in school-based trainings for proper equipment use which shall be facilitated by the Contractor(s) on an annual basis.
- C.6.14.5 School staffing shall be configured to meet the following expectations:

- C.6.14.5.1 Wait times for any meal shall not exceed 5 minutes per student; and variations from the 5 minute expectation should be documented and solutions pursued.
- C.6.14.5.2 The number of employees on hand shall be such as to avoid delay in service of meals to the students.
- C.6.14.6 The Contractor shall provide DCPS with schedule of employees, positions, assigned locations, and hours to be worked, two (2) full calendar weeks prior to the commencement of operation. The Contractor shall maintain its own personnel and fringe benefits policies for its employees.
- C.6.14.7 The Contractor's employees are expected to meet the standards for employment in DCPS, including but not limited to submitting to and passing background checks. Any employee who fails to pass pre-employment tests, including but not limited to, background tests, TB tests, drug tests, etc., 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 school facility.
- C.6.14.8 The Contractor shall ensure that their employees have sufficient uniforms and that their employees report to work daily in a clean uniform in good condition. The cost of uniforms is to be included in the Contractor's fixed-unit price-per meal charge.
- C.6.14.9 The Contractor 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.
- C.6.14.10 DCPS shall request in writing discipline for any employee of the Contractor's 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. First infraction shall warrant a written warning. A second infraction shall result in suspension of said employee. A third infraction shall result in termination. Any discipline or termination shall not be in violation of any applicable local, state or federal laws, rules or regulation or any applicable collective bargaining agreements.
- C.6.14.11 The contractor shall disseminate a customer service survey to assess the school Principal's satisfaction with the cafeteria staff's performance on a bi-monthly basis. A school staff member designated by the Principal as the main point of contact for food services may also complete the customer service survey. The customer service survey will be developed by DCPS, who will permit feedback from appropriate contractor staff. The contractor shall be responsible for ensuring that all school Principals (or other designated school staff member) complete the survey by the pre-determined due date. The contractor will share and review the results of the customer satisfaction survey with DCPS, determine necessary improvement plan for low performing staff and identify low performing staff that must be removed from their position.
- C.6.14.12 The Contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products. 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.

**C.6.15.1 POSITION SPECIFIC RESPONSIBILITIES**

C.6.15.1.1 "Field Managers" shall be responsible for supervising of a 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.

C.6.15.2 Field Managers shall visit each school (both Elementary and Secondary) a minimum of two times per week. The Contractor 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.

C.6.15.3 In the event that a Field Manager is unavailable to perform his/her assigned duties and supervision of schools due to illness, vacation, or separation from company the Contractor(s) is still required to provide proper coverage of all assigned schools to said Manager during while absent. Contractor will endeavor to find a permanent replacement of a displaced Field Manager shall be made within 30 days of separation from the Contractor(s)'s employment. Field Managers are required to:

C.6.15.3.1 Perform accountability checks;

C.6.15.3.1.1 The Contractor are to insure that proper Accountability measures are performed, monitored and recorded daily at all school feeding sites as specified by USDA Standards and the SA;

C.6.15.3.1.2 Failure to properly account for or, make corrections to, schools found in Violation by Vendor, SFA, SA or USDA can result in Loss of Reimbursement Funds to DCPS as specified under USDA Guidelines;

C.6.15.3.1.3 The Contractor, if found negligent for failure to use proper Accountability Procedure, can be required to pay for these losses via a line item credit to the subsequent month's invoice to DCPS; and

C.6.15.3.1.4 Failure to institute corrective measures in schools found in violation shall be considered a violation of the terms of this contract and shall result in termination of the Contractor if not properly remedied per cure notices.

C.6.15.3.1.4.1 Fill staffing vacancies and provide substitute employees to cover work absences;

C.6.15.3.1.4.2 Perform staff evaluations;

C.6.15.3.1.4.3 Ensure product quality;

C.6.15.3.1.4.4 Ensure staff are trained on and follow all recipes;

C.6.15.3.1.4.5 Ensure that all food is served at proper temperature, proper portions are served and proper presentation is met;

C.6.15.3.1.4.6 Ensure that line service is fast and friendly and that counting procedures are followed resulting in accurate claims;

C.6.15.3.1.4.7 Assist and coordinate food quality surveys and tastings as specified by DCPS;



- C.6.15.3.1.4.8 Ensure appropriate customer service policies are being followed;
- C.6.15.3.1.4.9 Maintain open lines of communication with school Principals and Administration and update them on all personal changes, menu changes and operational issues; and
- C.6.15.3.1.4.10 Respond to all requests and address all concerns in a timely manner.

**C.6.16 TRAINING**

C.6.16.1 The Contractor shall be responsible for supervising and training all personnel. Supervision activities include employee and labor relations, personnel development, culinary training, hiring and termination of Contractor's staff. All training materials and trainers shall be mutually agreed upon by DCPS and Contractor. This allows an open and productive dialogue regarding the mutually agreeable key points and direction of the training. All FSW staff shall receive training or other validation for each functional area of their employment.

C.6.16.1.1 Continuing education and professional development for all the Contractor's Food Service personnel shall include quarterly training in, but not limited to, the following areas:

- C.6.16.1.1.1 New recipes;
- C.6.16.1.1.2 Production records;
- C.6.16.1.1.3 Portion control;
- C.6.16.1.1.4 Food safety;
- C.6.16.1.1.5 Program updates; and
- C.6.16.1.1.6 Customer service skills.

C.6.16.2 Following training, all attending staff shall be given a means to provide feedback to the Contractor on the training program. This feedback should be maintained along with all training materials and sign in sheets for a period of three years plus the current year.

C.6.16.3 The Contractor shall ensure that a number of training hours per year are dedicated to the following areas (at minimum):

- C.6.16.3.1 Culinary skills
- C.6.16.3.2 Knife skills (2 hours)
- C.6.16.3.3 Recipe mastery (8 hours)
  
- C.6.16.4.1 Regulatory Training
- C.6.16.4.2 Offer vs. Serve (1 hour)
- C.6.16.4.3 School Lunch Pattern (2 hours)
- C.6.16.4.4 Traditional Menu Pattern
- C.6.16.4.5 DCPS Requirements
- C.6.16.4.6 Department of Health Requirements (4 hours)
- C.6.16.4.7 Hygiene
- C.6.16.4.8 Uniforms
- C.6.16.4.9 Hair nets
- C.6.16.4.10 Hand washing
- C.6.16.4.11 Jewelry/nail polish restrictions

- C.6.16.5.1 Accountability Training
- C.6.16.5.2 Production Records (2 hrs)
- C.6.16.5.3 Counting Procedures (1 hour)
- C.6.16.5.4 WebSMARTT Training (4 hrs)
- C.6.16.5.5 End of Day, Edit Checks (1 hour)
- C.6.16.5.6 Taking proper accountability (2 hrs)
- C.6.16.5.7 Confidentiality (1 hr)
  
- C.6.16.6.1 Nutrition Education/Food Promotion Training
- C.6.16.6.2 Food Safety 101 – (2 hrs)
- C.6.16.6.3 Spoilage
- C.6.16.6.4 Proper food storage
- C.6.16.6.5 Proper thawing techniques,
- C.6.16.6.6 Proper cooking temps
- C.6.16.6.7 HAACP
- C.6.16.6.8 Temperature Danger Zone
- C.6.16.6.9 Nutrition 101 – (2 hrs)
- C.6.16.6.10 Childhood Obesity Prevention
- C.6.16.6.11 Federal Nutrition Initiatives
- C.6.16.6.12 Special Dietary Needs
  
- C.6.16.7.1 Customer Service Training
- C.6.16.7.2 Communication (1 hr)
- C.6.16.7.3 Role play with students (1 hr)
- C.6.16.7.4 SW's role in promoting school meal programs (1 hr)

**SECTION D:**  
**PACKAGING AND MARKING**

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

**SECTION E:**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number (6), Inspection of Service of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1).
- E.1.1** Inspection of Facility
- E.1.1.1** The District, the State Agency, and the U. S. Department of Agriculture reserves the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

- E.1.1.2 The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.
- E.1.1.3 The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals served by other establishments in the locality.

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

**F.1 TYPE OF CONTRACT**

- F.1.1 This is a fixed unit price requirements contract with a cost reimbursement component.
- F.1.2 The Fixed Price amount is \$28,395,576.76. Should DCPS has a need to increase the estimated quantities cited in Contract Line Items 1001-1011 for the base year and the proposed Option Years, DCPS will issue the appropriate bi-lateral contract modification for signature and acceptance by the Contractor. DCPS shall not authorized additional services for the estimated quantities set forth in this contract and the Contractor shall not provide services beyond the estimated quantities prior to issuance of a bi-lateral contract.
- F.1.3 The Cost Reimbursement Component amount is \$11,596.64 per school (see section B.7) The Cost Reimbursement shall not exceed \$11,596.64 per school and the reimbursement ceiling shall not exceed \$1,240,840.00 per year. DCPS shall reimburse the Contractor as applicable for each school upon receipt of the invoices.

F.2 The section is intentionally left blank

F.3 The section is intentionally left blank

**F.4 TERM OF CONTRACT:**

The term of the **Base Year** contract shall be for a period of ***Date of Award through June 30, 2013.***  
The term of **Option Year One** shall be for a period of ***July 01, 2013 through June 30, 2014***  
The term of **Option Year One** shall be for a period of ***July 01, 2014 through June 30, 2015***  
The term of **Option Year One** shall be for a period of ***July 01, 2015 through June 30, 2016***  
The term of **Option Year One** shall be for a period of ***July 01, 2016 through June 30, 2017***

**F.5 OPTION TO EXTEND THE TERM OF THE CONTRACT:**

- F.5.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least one hundred twenty (120) days before the contract expires. Upon such preliminary notice Contractor shall, within thirty (30) days of receipt, notify the District of its

acceptance or rejection of the renewal. The renewal shall not be effective until Contractor confirms its acceptance. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the one hundred twenty (120) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.5.2 If the District exercises (and the Contractor accepts) this option, the extended contract shall be considered to include this option provision.

F.5.3 The price for the option period shall be as specified in the Section B of the contract.

F.5.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.5.5 Both parties shall have the right to terminate for cause with ninety (90) day notification consistent with the USDA regulation 7 CFR 210.16 (d).

F.6 **DCPS reserves the right to negotiate option year amounts. Subject to availability of funds and program needs.**

F.7 **DELIVERABLES:**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the following:

Deliverable	Frequency	Format/Method of Delivery	Due Date
Initial 21 day cycle menu submittal	Every 21 days	Hard Copy and Electronically	30 Days After Contract Execution
Tasting of any menu items	As Needed	Hard Copy and Electronically	Prior to Being Served to Students
Subsequent menu item submittals	As Needed	Hard Copy and Electronically	5 Days Prior to Date Contractor Wants to Implement
Invoice Submittals	Monthly	Hard Copy and Electronically	Prior to the Tenth day of the following Month
DOH Violations	As Needed	Hard Copy and Electronically	Immediately Upon Receipt Submit
Reconciliation of Meals Served	Daily	Hard Copy and Electronically	Daily Weekly Monthly
Proof of Compliance with Healthy Schools Act	Every 21 days	Hard Copy and Electronically	Concurrently with Any Menu Submittal
Proof of Compliance	Every 21 days	Hard Copy and	Concurrently with

<b>with Gold Standard for Healthier US School Challenge</b>		<b>Electronically</b>	<b>Any Menu Submittal</b>
<b>Food Recalls</b>	<b>As Needed</b>	<b>Hard Copy and Electronically</b>	<b>Immediately to DCPS upon Discovery</b>
<b>Any incidents requiring closure or non-service</b>	<b>As Needed</b>	<b>Hard Copy and Electronically</b>	<b>Immediately to DCPS upon Discovery</b>
<b>Marketing and promotions campaigns</b>	<b>Monthly</b>	<b>Hard Copy and Electronically</b>	<b>For Approval to DCPS on the Fifth of Each Month</b>
<b>On Site Staff Schedules</b>	<b>Weekly</b>	<b>Hard Copy and Electronically</b>	<b>Weekly to DCPS</b>
<b>Accounting for USDA commodities utilized</b>	<b>Monthly</b>	<b>Hard Copy and Electronically</b>	<b>Monthly to DCPS</b>
<b>Equipment repair needs</b>	<b>As Needed</b>	<b>Hard Copy and Electronically</b>	<b>Immediately in writing to DCPS</b>
<b>Nutrition Information, Meal Ingredients and Food Origin Reports</b>	<b>Every 21 days</b>	<b>Hard Copy and Electronically</b>	<b>Concurrently with Any Menu Submittal</b>

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

**SECTION G:  
CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT:**

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

G.1.2 The District will pay the Contractor within 30 days of the date of submission of the invoice.

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

G.1.4 All invoice submittals must reconcile with WINSNAP prior to invoice payments.

**G.2**            **INVOICE SUBMITTAL:**

G.2.1            The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Financial Officer  
1200 First Street, NE, 11<sup>th</sup> Floor  
Washington, DC (20002)

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

G.2.2.1          Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2          Contract number and invoice number;

G.2.2.3          Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

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

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

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

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

G.2.2.8          Authorized signature.

**G.3**            **FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:**

G.3.1            For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment shall be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

**G.4**            **ORDERING CLAUSE:**

- G.4.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- G.4.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.4.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS:**

- G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

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

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

**G.6.2 Payments to Subcontractors**

- G.6.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- G.6.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2 The Contractor shall pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- G.6.2.2.1 the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- G.6.2.2.2 the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- G.6.2.2.3 the 15<sup>th</sup> day after the required payment date for any other item.
- G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3 **Subcontract requirements**
- G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

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

Glorious Bazemore, Contracting Officer  
Office of Contracting and Acquisitions  
1200 First Street, NE, 11th Floor  
Washington, DC 20002  
(202) 442-5131  
Glorious.Bazemore@dc.gov



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

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2 The address and telephone number of the COTR/Contract Administrator is:

Office of Food and Nutrition Services  
Robert Jaber, Field Operations Manager  
Office of the Chief Operating Officer  
1200 First Street, NE, 11th Floor  
Washington, DC (20002)  
(202) 442-5122  
[Robert.Jaber@dc.gov](mailto:Robert.Jaber@dc.gov)
- G.9.3 The COTR shall NOT have the authority to:
  - G.9.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

- G.9.3.2 Grant deviations from or waive any of the terms and conditions of the contract;
- G.9.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- G.9.3.4 Authorize the expenditure of funds by the Contractor;
- G.9.3.5 Change the period of performance; or
- G.9.3.6 Authorize the use of District property, except as specified under the contract.
- G.9.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; Contractor may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.9.5 INVOICING**

- G.9.5.1 The Contractor shall submit all invoices to their assigned DCPS contract administrator for review. Contractor(s) has up to the 10<sup>th</sup> day of the following month to submit invoices for the previous month. Any submission after the 10<sup>th</sup> shall result in a delay of processing and ultimately, a delay in payment. Invoices shall be accurate and easy to comprehend. DCPS reserves the right to dispute invoices in full or in part. Any unauthorized purchases that are included on invoices shall not be paid and Contractor shall be expected to revise said invoices, making sure that the disputed item or items are removed. Payment shall be made within 30 days of DCPS submitting the invoice to DC OCFO for payment.
- G.9.5.2 Invoices shall show the number of meals/meal equivalents accounted for in the point of sale system for each type of service, charges for other food or service rendered by the Contractor's, or credits due to the District, credits for unallowable meals, fiscal action, or non-compliance, and any other adjustments required.

The majority of this contract refers to a fixed-unit-price contract for the service of meals and other food items. It is assumed that offeror(s) have included the value of discounts, rebates, and credits in their price proposals. No identification is required. For the cost reimbursable portion of this solicitation related to equipment maintenance, repairs and replacement, vendors must identify all discounts, rebates and applicable credits accruing to these goods and services, and apply them as credits against invoices for cost reimbursement.

- G.9.5.3 intentionally left blank
- G.9.5.4 If Contractor(s) has an approved subcontracting plan under this contract, the Contractor(s) shall submit to the Contracting Officer, no later than the 21<sup>st</sup> of each month following execution of the contract, a subcontracting compliance report to verify it's compliance with the subcontracting requirements for the preceding month. The report should contain:
- G.9.5.5 The dollar amount of the procurement;

- G.9.5.6 A brief description of goods procured or services rendered; and
- G.9.5.7 Name of the business enterprise from which goods/services were rendered including the location of farms or facilities where foods were grown or processed.
  
- G.9.5.8 If Contractor(s) has an approved subcontracting plan under this contract, the Contractor(s) shall submit to the Contracting Officer, no later than the 21<sup>st</sup> of each month following execution of the contract, a subcontracting compliance report to verify it's compliance with the subcontracting requirements for the preceding month. The report should contain:
  - G.9.5.9 The dollar amount of the procurement;
  - G.9.5.10 A brief description of goods procured or services rendered; and
  - G.9.5.11 Name of the business enterprise from which goods/services were rendered including the location of farms or facilities where foods were grown or processed.

**G.9.6 TRANSITION PLAN**

- G.9.6.1 Contractor(s) shall have a transition plan for the commencement of services that shall be shared with DCPS. The transition plan shall include all activities detailed in this agreement.
  
- G.9.5.2 The transition plan shall be fully executed no later than ten business days before the start of school.

**SECTION H:  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES:**

- H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
  - H.1.2 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
  - H.1.3 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

The Contractor shall be bound by the Wage Determination No. : 2005-2103, Revision No.: 8, dated 05/26/2009 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance

with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.2-A DISPLACED WORKERS ACT**

The Contractor 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 must generally retain the prior contractor's food service workers at each school where the Contractor will provide food services. Respondents should review the Displaced Workers Act to determine their specific obligations under the act.

#### **H.2-B SERVICE CONTRACT ACT; DEPARTMENT OF LABOR WAGE AND FRINGE DETERMINATIONS**

A contract issued under this solicitation shall be subject to the federal Service Contract Act, 41 U.S.C. § 41-351 et seq. Under the Service Contract Act, the Contractor must pay its service employees working under the contract not less than the monetary wages that the Department of Labor has determined to be prevailing in the locality for the classification in which each employee is working; in addition, the Contractor must provide its service employees working under the contract with the minimum fringe benefits determined by the Department of Labor. (The Department of Labor's current wage rate and fringe benefit determinations are attached to the request for best and final offers.) The Contractor shall be bound by the wage rate and fringe benefit determinations for the term of the contract, subject to the revisions described in this section and in accordance with section 24 of the SCP. If an option to the contract is exercised, the Contractor shall be bound by the applicable wage rate and fringe benefit determinations at the time of the option. If the option is exercised and the CO obtains a revised wage rate and/or fringe benefit determination, the revised wage rate and/or fringe benefit determination shall be applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

In addition, if the Contractor provides services at a school that was, immediately prior to the Contractor's contract, serviced by a workforce covered by a collective bargaining agreement, the Contractor must, for the first year of its contract, pay its service employees at that school the wage rates and fringe benefits that the employees would have been entitled to, including prospective increases, under the predecessor's collective bargaining agreement. This requirement applies irrespective of whether the Contractor's employees were or were not employed by the predecessor contractor.

#### **H.3 PUBLICITY:**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### **H.4 FREEDOM OF INFORMATION ACT:**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the Contract Administrator (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 pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT:**

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

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

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

H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

H.5.3.1 Number of employees needed;

H.5.3.2 Number of current employees transferred;

H.5.3.3 Number of new job openings created;

H.5.3.4 Number of job openings listed with DOES;

H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

H.5.3.6.1 Name;

H.5.3.6.2 Social security number;

H.5.3.6.3 Job title;

H.5.3.6.4 Hire date;

H.5.3.6.5 Residence; and

- H.5.3.6.6 Referral source for all new hires.
- H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- H.5.5.1 Document in a report to the CO its compliance with section H.5.4 of this clause; or;
- H.5.5.2 Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
- H.5.5.2.1 Material supporting a good faith effort to comply;
- H.5.5.2.2 Referrals provided by DOES and other referral sources;
- H.5.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and
- H.5.5.2.4 Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:
- H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;
- H.5.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- H.5.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.
- H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

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

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended:**

H.6.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

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

H.7.1 During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006:**

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

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

- H.8.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.8.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.8.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.8.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.8.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.8.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.8.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.8.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.8.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.9 SUBCONTRACTING PLAN COMPLIANCE:**

- H.9.1 Subcontracts and Assignments. The contractor shall not sub-contract with only one company for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the District, his contract or any interest therein.
- H.9.1.1 In the event of any assignment, the contractor shall remain liable to the District as principal for the performance of all his obligations under this contract.
- H.9.2 **Reporting.** If the Contractor has an approved subcontracting plan under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
  - H.9.2.1 The dollar amount of the contract or procurement;
  - H.9.2.2 A brief description of the goods procured or the services contracted for;



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

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

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

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

H.9.2.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

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

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

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

**H.10 AUDITS AND RECORDS:**

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

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

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

H.10.2.3 The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the DCPS, and the Comptroller General of the United States at any reasonable time and place.

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

H.10.3.1 The proposal for the contract, subcontract, or modification;

H.10.3.2 The discussions conducted on the proposal(s), including those related to negotiating;

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

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

H.10.4 **Comptroller General**

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

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

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

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

H.10.5.2 the data reported.

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

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

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

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

H.10.7.1 That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

H.10.7.2 For which cost or pricing data are required; or

H.10.7.3 That requires the subcontractor to furnish reports as discussed in H.10.5 of this clause.

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

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

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

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

H.11.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

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

H.11.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal

background check shall be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

- H.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check shall be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- H.11.5.1 a written authorization which authorizes the District to conduct a criminal background check;
- H.11.5.2 a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- H.11.5.3 a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
- (i) Murder, attempted murder, manslaughter, or arson;
  - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
  - (iii) Burglary;
  - (iv) Robbery;
  - (v) Kidnapping;
  - (vi) Illegal use or possession of a firearm;
  - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
  - (viii) Child abuse or cruelty to children; or
  - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- H.11.5.4 a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- H.11.5.5 a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

- H.11.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- H.11.7.1 To authorize the DCPS, or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- H.11.7.2 To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.;
- H.11.7.3 To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- H.11.7.4 To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- H.11.7.5 To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.11.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.11.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.11.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.11.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- H.11.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.11.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the COTR's decision after his or her assessment of the criminal background or traffic record check.
- H.11.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting

officer the COTR's decision after his or her assessment of the criminal background or traffic record check.

- H.11.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.11.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.
- H.11.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.11.18 The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.11.19 If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.11.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.
- H.12 DISTRICT RESPONSIBILITIES:**
- H.12.1 DCPS shall provide the facilities from which the contractor will distribute and/or, depending on the contract, prepare the meals to the students.
- H.12.2 DCPS shall be responsible for the development, distribution, and collection of the parent letter and application for free and reduced price meals and/or free milk. 7 C.F.R. § 245.6. The Contractor may act as an agent for DCPS related to these responsibilities.
- H.12.3 DCPS shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
- H.12.4 DCPS shall be responsible for verifying applications for Free and Reduced Price Meals as required by USDA regulations.
- H.12.5 DCPS shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.

- H.12.6 DCPS shall be responsible for requesting a direct certification list from the OSSE each year for use to determine eligibility for free meals without obtaining an application from the parent or guardian.
- H.12.7 DCPS shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the Contractor that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used, as required under 7 C.F.R. § 210.16(a). DCPS will provide the Contractor with a list of children and their current category of eligibility.
- H.12.8 DCPS shall be responsible for verifying applications for free and reduced price meals, as required by federal regulations and shall evaluate and verify the monthly meal claim information submitted by the Contractor prior to submitting claims for reimbursement. In accordance with USDA regulations, the Contractor shall not be responsible for the free and reduced meal application process.
- H.12.9 DCPS shall be responsible for performing the annual on-site review in conjunction with the Contractor. DCPS shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to Contractor. 7 C.F.R. § 210.16(a)(5). DCPS shall retain signature authority on the application/agreement to participate in the NSLP, SBP and SMP, including DCPS' free and reduced-price policy statement (7 C.F.R. § 210.16(a)(5)). DCPS shall be responsible for ensuring the resolution of program review and audit findings. Specifically, DCPS shall conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 C.F.R. § 210.8.
- H.12.10 DCPS shall provide the Contractor with telephone service within the DCPS facilities.
- H.12.11 DCPS shall provide the Contractor with necessary on-site equipment for the fulfillment of this contract BUT WILL NOT provide any necessary equipment for the off-site preparation and/or transportation of the meals.
- H.12.12 DCPS shall be responsible for any losses, including USDA donated foods, which may arise due to loss of electrical power or equipment malfunction not within the control of the Contractor.
- H.12.13 DCPS shall notify the Contractor as soon as possible of any interruption in utility service of which it has knowledge.
- H.12.14 DCPS shall notify the Contractor as soon as possible of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.
- H.12.15 DCPS will make the final determination of the opening and closing dates of all sites.

### **H.13 CONTRACTOR RESPONSIBILITIES**

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

- H.13.2 The Contractor is responsible for all aspects of meal preparation and/or delivery as required under the contract and all labor pursuant to fulfillment.
- H.13.3 The Contractor shall provide the personnel for the use of, and training for the computer systems which shall account for all meals served, sold, and/or provided under the contract.
- H.13.4 The Contractor shall ensure that all state and local regulations are being met by the Contractor preparing or serving meals at any DCPS facility.

**SECTION I:**  
**CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract.

**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:**

In the course of providing the Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party including, but not limited to, menus, recipes, signage, Food Service surveys and studies, management guidelines, commercial information, financial records and reports, procedures, operating manuals and software, all of which each party may designate as confidential ("Confidential information"). The Party disclosing Confidential Information is referred to as the "Disclosing Party," and the Party receiving Confidential Information of the Disclosing Party is referred to as the "Recipient."

The Recipient and its personnel shall take reasonable security precautions, at least as great as the precautions they take to protect their own Confidential Information, to keep confidential the Disclosing Party's Confidential Information during the Term of this Contract and for two (2) years afterward. The Recipient will disclose the Disclosing Party's Confidential Information only on a need-to-know basis to its employees, agents, representatives and other independent contractors upon the terms set forth herein. Recipient shall (a) inform those employees, agents, representatives and other independent contractors who have access to the Disclosing Party's Confidential Information that such information is valuable confidential information and trade secrets of the Disclosing Party; (b) use its best efforts to ensure compliance with the confidentiality obligations of this Agreement by its employees and agents, representatives and other independent contractor having access to the Disclosing Party's Confidential Information; and (c) require any agents, representatives and other independent contractor to whom it will disclose the Disclosing Party's Confidential Information to be bound by a written agreement to observe the confidentiality restrictions set forth herein. The Recipient agrees not to remove any proprietary rights legend from, and upon the Disclosing Party's reasonable request, shall add such legend to, materials



disclosing or embodying the Disclosing Party's Confidential Information or other proprietary information.

DCPS specifically agrees that information concerning Contractor's purchasing agreements with its suppliers and purchases made under those agreements, and information pertaining to Contractor's internal policies and procedures, constitute Confidential Information, and DCPS acknowledges that Contractor considers such information to be "trade secrets and commercial or financial information" as defined under DC Code § 2-534(a)(1) ("trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained"), and will specifically assert this exemption in withholding disclosure of such information pursuant to a Freedom of Information Act (DC Code § 2-531et seq.) ("FOIA") request; provided, however, Contractor understands that such decision by DCPS may be overruled by the Mayor of the District of Columbia.

The foregoing notwithstanding, the Recipient may use or disclose the Disclosing Party's Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any Service hereunder, provided that the Disclosing Party is first notified of the Confidential Information that will be provided to any party outside of this Contract and provided further that such information is disclosed only after such outside party is required, by written nondisclosure agreement, to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by the Disclosing Party; (c) to the extent that at the time of disclosure, such Confidential information of the Disclosing Party is in the public domain, or after disclosure enters the public domain other than by breach of the terms of this Contract; (d) that is in the possession of the Recipient at the time of disclosure and is not acquired directly or indirectly from the Disclosing Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information.

Further, the Recipient may disclose Confidential Information if required by law, subpoena, order or request of a federal or District of Columbia governmental authority or court of competent jurisdiction, or freedom of information request submitted pursuant to FOIA, provided that the Recipient shall (i) assert the confidential nature of the Confidential Information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed, including without limitation cooperating with the Disclosing Party in asserting grounds to seek such confidential treatment, (iii) immediately notify the Disclosing Party in writing of the requirement, order, or request to disclose in advance of such disclosure in order to afford the Disclosing Party the opportunity to determine whether the requested information is protected from disclosure and to assist in the Recipient's efforts to obtain confidential treatment of such Confidential Information and to enable the Disclosing Party to contest disclosure if allowable, (iv) absent a non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction to the contrary, refrain from releasing the Disclosing Party's Confidential Information until at least seven (7) business days after the Recipient shall have provided the Disclosing Party with advance written notice of such requirement, order, or request to disclose, so that the Disclosing Party may take reasonable steps to preclude such disclosure, it being specifically understood that such notice must be provided not only upon the Disclosing Party's receipt of a requirement, order, or request to disclose, but also upon the receipt of any appealable order, decree or judgment of any court or governmental body having competent jurisdiction directing the release of such Confidential Information.

The Recipient shall not photocopy or otherwise duplicate any Confidential Information without the express written consent of the Disclosing Party. The Disclosing Party's Confidential Information shall remain the exclusive property of the Disclosing Party and shall be returned to the Disclosing Party upon termination or expiration of this Contract unless DCPS requires such information for purposes of completing mandatory audit requirements; provided, however, DCPS shall return all information to Contractor no later than three (3) years after termination or expiration of the Contract unless Contractor agrees to extend such term. In the event of any breach of this provision by the Recipient, the Disclosing shall be entitled to equitable relief in addition to all other remedies otherwise available to it at law. The Parties agrees that any such equitable relief may be obtained without posting any bond that might otherwise be required, and the Parties agrees that they shall not plead the adequacy of any relief at law (including monetary damages) as a defense in any such proceeding.

This provision shall survive the termination or expiration of this Contract.

**I.4**            **TIME:**

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

**I.5**            **RIGHTS IN DATA:**

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

I.5.2           The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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

**I.6 OTHER CONTRACTORS:**

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

**I.7 SUBCONTRACTS:**

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

**I.8 INSURANCE:**

I.8.1 **General Requirements.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice or via electronic notification in the event of non-payment of premium.

I.8.1.1 **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.8.1.2 **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance

to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- I.8.1.3 **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.4 **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5 **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance of \$10,000,000 per occurrence, including the District of Columbia as additional insured.
- I.8.1.6 The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- I.8.1.7 **Crime Insurance (3<sup>rd</sup> Party Indemnity).** The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- I.8.1.8 **Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- I.8.1.9 **Employment Practices Liability.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- I.8.2 **Duration.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.8.3 **Liability.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE**

**WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- I.8.4 **Contractor's Property.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.8.5 **Measurement.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.6 **Notification.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.8. **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Glorious Bazemore  
Office of Contracting and Acquisitions  
1200 First Street, NE, 11th Floor  
Washington, DC 20002  
(202) 442-5128  
[Glorious.Bazemore@dc.gov](mailto:Glorious.Bazemore@dc.gov)

- I.8.8 **Disclosure of Information.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE:**

- I.10.1 The contract awarded as a result of the RFP: Food Service Management Company Services, Solicitation No.: GAGA-2012-R-0057 containing the following clause:

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

- I.10.1.2.1 Contract document
- I.10.1.2.2 Standard Contract Provisions
- I.10.1.2.3 Contract Attachments other than Standard Contract Provisions
- I.10.1.2.4 RFP, as amended 1 through 14
- I.10.1.2.5 BAFOs Dated May 22, 2012
- I.10.1.2.6 Proposal Dated April 10, 2012

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

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

**I.12 GOVERNING LAW:**

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

**(Section J)**

**LIST OF ATTACHMENTS**

**J. DOCUMENTS INCORPORATED BY REFERENCE**

<b>Attachment Number</b>	<b>Document</b>
<b>J.1.1 A</b>	<b>DC Central Kitchen Technical and Cost Proposal dated April 10, 2012</b>
<b>J.1.2 A</b>	<b>DC Central Kitchen Best and Final Offer dated May 22, 2012</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination Wage Determination No.: 2005-2103, Revision No.: 11, Date Of Revision: dated 06/13/2011
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice



<b>Attachment Number</b>	<b>Document</b>
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.9</b>	DC Healthy Schools Act, as amended
<b>J.10</b>	Meal Charge Policy
<b>J.11</b>	OFNS Vendor Compliance Requirement
<b>J.12</b>	DCPS Office of Food and Nutrition Services, Nutrition Standard Incorporated by Reference
<b>J.13</b>	DCPS School Bid Checklist
<b>J.14</b>	Healthy Hunger Free Kids Act of 2010 Incorporated by Reference
<b>J.15</b>	At-Risk Afterschool Handbook
<b>J.16</b>	Provision 2 Guidance
<b>J.17</b>	Buy America Provision
<b>J.18</b>	Department of Agriculture Food and Nutrition Service 7 CFR Parts 210 and 220
<b>J.19</b>	DCPS Sample Invoice
<b>J.20</b>	2012 03 DCPS Procedure for Determining Meal Program Eligibility
<b>J.21</b>	DCPS 2011 – 2012 Calendar

<b>Attachment Number</b>	<b>Document</b>
<b>J.22</b>	Ala Carte, Salad Bar, Adult Meals Sales Report
<b>J.23</b>	Approved Free and Reduced by Site
<b>J.24</b>	DCPS Meal Program Applications
<b>J.25</b>	DCPS Clam Forms 2009-12
<b>J.26</b>	DCPS Meal Times by School - School Year 2011-12
<b>J.27</b>	Schedule of Expenditures of Federal Awards and Reports - Year Ended 2008-2009
<b>J.28</b>	Schedule of Expenditures of Federal Awards and Reports – Year Ended September 2010
<b>J.29</b>	DCPS Vending
<b>J.30</b>	DCPS CRE
<b>J.31</b>	J.31 Cambro Camcruiser
<b>J.32</b>	DCPS Products
<b>J.33</b>	USDA 11 12 Summary
<b>J.34</b>	School Year 2010 – 2011 Ala Carte Sales
<b>J.35</b>	Year End Reports
<b>J.36</b>	Number of Point of Services Machines List
<b>J.37</b>	School Entitlement Notification Letter 2011

<b>Attachment Number</b>	<b>Document</b>
<b>J.38</b>	Bidders and Offerors Certification Form
<b>J.39</b>	Taste Testing Procedure
<b>J.39A</b>	Depart of Labor Register of Wage Determinations
<b>J.40</b>	DC Code
<b>J.41</b>	Listing of Employees
<b>J.42</b>	Chartwells Collective Bargaining Agreement with the Teamsters
	End of Attachments