

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

B.1

INTRODUCTION

The District of Columbia Public Schools (DCPS), Office of Food and Nutrition Services (OFNS) is seeking one or more Food Service Management Company(s) (FSMC) to prepare, furnish and deliver high quality food service products and services to 112 DCPS School Sites which are divided into ten (10) clusters.

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

B.2

CONTRACT TYPE

B.2.1

DCPS contemplates award of up to ten firm fixed unit price requirements contract(s) in accordance with 27 DCMR Chapter 24, Section 2416.3.

The contract(s) will be awarded to the responsible Contractor(s) whose offer(s) will be most advantageous to the DCPS, price and other factors considered and pursuant to the Request for the Proposal GAGA-2016-R-0036.

B.3

PRICE SCHEDULE – FIRM FIXED UNIT PRICE REQUIREMENTS CONTRACT

B.3.1

DCPS reserves the right to make up to ten awards.

When submitting proposals the Contractor must submit a pricing for each school in the cluster(s) for each cluster(s) for which they are submitting proposals.

The Contractor can submit proposals for one or more cluster(s) which will be evaluated individually.

The award will be made according to the criteria set forth in this solicitation. The DCPS contemplates awards of a firm fixed unit price requirements contract(s) with a cost reimbursement component for the Fresh Fruit and Vegetable Program.

B.3.2

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

B.3.2.1

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

B.3.2.2

The Contractor(s) shall provide DCPS with the information described in sections G.2.4 and G.2.5 of this solicitation related to any cost reimbursable portions of the contract such that DCPS will be able identify allowable and unallowable costs and the amount of any discounts, rebates and credits on invoices and bills presented for payment. The Contractor(s) determination of allowable costs must be in line with applicable USDA regulations and 7 CFR Part 210.

B.3.2.3

The Contractor(s) shall provide firm fixed unit pricing for the following meals/meal equivalent for the following Meals categories:

B.3.2.3.1

CLIN 1001 Breakfast

B.3.2.3.2

CLIN 1002 Cafeteria Lunch

B.3.2.3.3

CLIN 1003 Early Childhood Family Style Lunch

B.3.2.3.4

CLIN 1004 Afterschool Supper

B.3.2.3.5

CLIN 1005 Afterschool Snack

B.3.2.3.6

CLIN 1006 Summer Food Service, Breakfast

B.3.2.3.7

CLIN 1007 Summer Food Service, Lunch

B.3.2.3.8

CLIN 1008 Adult Meals, Breakfast

B.3.2.3.9

CLIN 1009 Adult Meals, Lunch

B.3.2.4

The list of meals categories may be modified by DCPS as necessary.

B.3.3

The following costs shall be included in the calculation of firm fixed unit price per meal:

B.3.3.1

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;

B.3.3.2

Non-food items that are necessary for the meal to be served and eaten;

B.3.3.3

Contractor(s) salaries, wages, taxes for employees assigned to DCPS school facilities;

B.3.3.4

Contractor(s) salaried benefits, retirement plans and the cost of administering such plans for services for employees working at DCPS school facilities;

B.3.3.5

Contractor(s) hourly wages and taxes for employees working at DCPS school facilities;

B.3.3.6

Contractor(s) hourly benefits, retirement plans and the cost of administering such plans for services for employees working at DCPS school facilities;

B.3.3.7

All insurance maintained pursuant to the contract;

B.3.3.8

All cleaning supplies necessary to maintain sanitation of kitchen facilities;

B.3.3.9

Uniforms and aprons;

B.3.3.10

Kitchen smallwares;

B.3.3.11

Any District and/or federal licensing costs or fees;

B.3.3.12

Printing expenses, including but not limited to menus and marketing materials;

B.3.3.13

Transportation and delivery of food or food equipment;

B.3.3.14

Office supplies for use by employees working at DCPS school facilities;

B.3.3.15

Postage and courier services related to DCPS school food service;

B.3.3.16

Marketing or promotion or proprietary materials, signage and related materials purchased on behalf of DCPS Food Services;

B.3.3.17

Staff Training; and

B.3.3.18

All services related to section B.6 below.

B.4

The Contractor(s) shall provide services at each cluster site awarded to them.

B.5

PRICE SCHEDULE / COST SCHEDULE

B.5.1

The quantities provided in the OFNS School Sites Profiles in accordance with **Section C.4 item 6** are projections based on 2015-16 year-to-date data. DCPS does not guarantee the actual quantities of meals nor establish norms for stable or normal operations.

B.5.2

The Contractor(s) is required to provide pricing for each cluster(s) the Contractor is proposing to serve as set forth in section C.4 Item 6.

B.5.3

The estimated quantity of meals served at each DCPS School Site is identified in the document titled OFNS School Sites Profiles, which is available at the following location:
<https://drive.google.com/a/dc.gov/folderview?id=0Bz25mISaQvgHbmU0cURyS19QajQ&usp=sharing#>

B.5.4

The Contractor(s) proposal shall include estimated yearly quantities based on the figures provided in the OFNS School Sites Profiles referenced in Section C.4 Item 6.

B.5.5

The estimates provided in the OFNS School Site Profiles are not representative of a minimum quantity order. The actual quantities of meals will depend on students' participation rates for each of the Contract Line Item Numbers (CLIN) for the Base Year and subsequent Option Years below.

B.6

PRICE SCHEDULE FOR BASE YEAR REQUIREMENTS AND OPTION YEARS ONE THROUGH FOUR

B.6.1

The Contractor(s) are required to provide pricing for each CLIN that is available at the school site(s) the Contractor is proposing to serve. The school sites are identified in OFNS School Sites Profiles, see Section C.4 Item 9.

B.6.2

The Contractor(s) shall include pricing for each of the of the options year one through four for each of the clusters for which they are submitting proposals.

B.6.3

Section B.6.4, pricing for clusters one through ten, shall be submitted as part of the Contractor(s) price proposal **under a separate cover labeled GAGA-2016-R-0036 Food Services Management Price Proposal**. Contractor(s) may submit a proposal for one or more clusters. The Contractor(s) shall indicate the cluster(s) for which they are submitting proposals.

B.6.4

PRICING

The table below provides a cross reference between each Contract Line Item Number (CLIN) and the section related to each CLIN in the Specifications and Work Statement – Section C. All estimated quantities in this section apply to the base year and all four option years.

CLIN ENDING IN	MEAL NAME	REFERENCE SECTION
001	BREAKFAST	C.3.22.1
002	CAFETERIA LUNCH & LUNCH A LA CARTE EQUIVALENTS	C.3.22.4
003	EARLY CHILDHOOD FAMILY STYLE MEALS	C.3.22.5
004	AFTERSCHOOL SUPPER	C.3.22.6
005	AFTERSCHOOL SNACK	C.3.22.7
006	SUMMER FOOD SERVICE, BREAKFAST	C.3.22.8
007	SUMMER FOOD SERVICE, LUNCH	C.3.22.8
008	ADULT MEALS, BREAKFAST	C.3.22.9
009	ADULT MEALS, LUNCH	C.3.22.9

B.6.4.1

PRICING FOR CLUSTER(S) ONE

B.6.4.1.1

CLUSTER 1: 12 SCHOOLS

1. Ketcham ES
2. Moten ES
3. Orr ES
4. Savoy ES
5. Stanton ES
6. Beers ES
7. Kimball ES
8. Plummer ES
9. Randle Highlands ES
10. Kramer MS
11. Sousa MS
12. Anacostia HS

B.6.4.1.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 1 - BASE YEAR			CLUSTER 1 - OPTION YR 1			CLUSTER 1 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	414,835	Each	1001			2001			3001		
Cafeteria Lunch	521,751	Each	1002			2002			3002		
Early Childhood Family Style Lunch	22,626	Each	1003			2003			3003		
Afterschool Supper	148,115	Each	1004			2004			3004		
Afterschool Snack*	N/A	Each									
Summer Food Service, Breakfast	6,779	Each	1006			2006			3006		
Summer Food Service, Lunch	11,840	Each	1007			2007			3007		
Adult Meals, Breakfast	27	Each	1008			2008			3008		
Adult Meals, Lunch	531	Each	1009			2009			3009		
Total (Not to Exceed)	1,126,504		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 1 - OPTION YR 3			CLUSTER 1 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	
Breakfast	414,835	Each	4001			5001			
Cafeteria Lunch	521,751	Each	4002			5002			
Early Childhood Family Style Lunch	22,626	Each	4003			5003			
Afterschool Supper	148,115	Each	4004			5004			
Afterschool Snack*	N/A	Each							
Summer Food Service, Breakfast	6,779	Each	4006			5006			
Summer Food Service, Lunch	11,840	Each	4007			5007			
Adult Meals, Breakfast	27	Each	4008			5008			
Adult Meals, Lunch	531	Each	4009			5009			
Total (Not to Exceed)	1,126,504		Option Yr 3 Price			Option Yr 4 Price			

*N/A indicates that Afterschool Snack is not currently applicable to this cluster. The Contractor should not include a price for this item.

B.6.4.2

PRICING FOR CLUSTER 2

B.6.4.2.1

CLUSTER 2: 12 SCHOOLS

1. Hendley ES
2. King, M.L. ES
3. Leckie ES
4. Patterson ES
5. Simon ES
6. Garfield ES
7. Malcolm X ES @ Green
8. Turner ES
9. Hart MS
10. Johnson, John Hayden MS
11. Ballou HS
12. Ballou STAY

B.6.4.2.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 2 - BASE YEAR			CLUSTER 2 - OPTION YR 1			CLUSTER 2 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	291,454	Each	1001			2001			3001		
Cafeteria Lunch	346,748	Each	1002			2002			3002		
Early Childhood Family Style Lunch	15,847	Each	1003			2003			3003		
Afterschool Supper	144,376	Each	1004			2004			3004		
Afterschool Snack*	N/A	Each									
Summer Food Service, Breakfast	5,277	Each	1006			2006			3006		
Summer Food Service, Lunch	9,207	Each	1007			2007			3007		
Adult Meals, Breakfast	21	Each	1008			2008			3008		
Adult Meals, Lunch	420	Each	1009			2009			3009		
Total (Not to Exceed)	813,350		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 2 - OPTION YR 3			CLUSTER 2 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL			
Breakfast	291,454	Each	4001			5001					
Cafeteria Lunch	346,748	Each	4002			5002					
Early Childhood Family Style Lunch	15,847	Each	4003			5003					
Afterschool Supper	144,376	Each	4004			5004					
Afterschool Snack*	N/A	Each									
Summer Food Service, Breakfast	5,277	Each	4006			5006					
Summer Food Service, Lunch	9,207	Each	4007			5007					
Adult Meals, Breakfast	21	Each	4008			5008					
Adult Meals, Lunch	420	Each	4009			5009					
Total (Not to Exceed)	813,350		Option Yr 3 Price			Option Yr 4 Price					

*N/A indicates that Afterschool Snack is not currently applicable to this cluster. The Contractor does not need to include a price for this item.

B.6.4.3

PRICING FOR CLUSTER 3

B.6.4.3.1

CLUSTER 3: 10 SCHOOLS

1. School Without Walls HS
2. SWW @ Francis Stevens
3. H.D. Cooke ES
4. Marie Reed ES
5. Tubman ES
6. Columbia Heights EC (CHEC)
7. Oyster
8. Adams
9. Ross ES
10. Bruce-Monroe ES @ Park View

B.6.4.3.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 3 - BASE YEAR			CLUSTER 3 - OPTION YR 1			CLUSTER 3 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	328,324	Each	1001			2001			3001		
Cafeteria Lunch	521,095	Each	1002			2002			3002		
Early Childhood Family Style Lunch	16,378	Each	1003			2003			3003		
Afterschool Supper	49,402	Each	1004			2004			3004		
Afterschool Snack	125,580	Each	1005			2005			3005		
Summer Food Service, Breakfast	7,532	Each	1006			2006			3006		
Summer Food Service, Lunch	13,155	Each	1007			2007			3007		
Adult Meals, Breakfast	30	Each	1008			2008			3008		
Adult Meals, Lunch	590	Each	1009			2009			3009		
Total (Not to Exceed)	1,062,086		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 3 - OPTION YR 3			CLUSTER 3 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL			
Breakfast	328,324	Each	4001			5001					
Cafeteria Lunch	521,095	Each	4002			5002					
Early Childhood Family Style Lunch	16,378	Each	4003			5003					
Afterschool Supper	49,402	Each	4004			5004					
Afterschool Snack	125,580	Each	4005			5005					
Summer Food Service, Breakfast	7,532	Each	4006			5006					
Summer Food Service, Lunch	13,155	Each	4007			5007					
Adult Meals, Breakfast	30	Each	4008			5008					
Adult Meals, Lunch	590	Each	4009			5009					
Total (Not to Exceed)	1,062,086		Option Yr 3 Price			Option Yr 4 Price					

B.6.4.4

PRICING FOR CLUSTER 4

B.6.4.4.1

CLUSTER 4: 10 SCHOOLS

1. Powell ES
2. Barnard ES
3. Raymond EC
4. Truesdell EC
5. West EC
6. Dorothy I. Height ES
7. Roosevelt HS @ MacFarland
8. Roosevelt STAY @ MacFarland
9. MacFarland Middle School
10. Bancroft ES

B.6.4.4.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 4 - BASE YEAR			CLUSTER 4 - OPTION YR 1			CLUSTER 4 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	54,880	Each	1001			2001			3001		
Cafeteria Lunch	556,908	Each	1002			2002			3002		
Early Childhood Family Style Lunch	27,144	Each	1003			2003			3003		
Afterschool Supper	123,949	Each	1004			2004			3004		
Afterschool Snack	183,425	Each	1005			2005			3005		
Summer Food Service, Breakfast	6,781	Each	1006			2006			3006		
Summer Food Service, Lunch	11,840	Each	1007			2007			3007		
Adult Meals, Breakfast	26	Each	1008			2008			3008		
Adult Meals, Lunch	531	Each	1009			2009			3009		
Total (Not to Exceed)	1,365,484		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 4 - OPTION YR 3			CLUSTER 4 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL			
Breakfast	54,880	Each	4001			5001					
Cafeteria Lunch	556,908	Each	4002			5002					
Early Childhood Family Style Lunch	27,144	Each	4003			5003					
Afterschool Supper	123,949	Each	4004			5004					
Afterschool Snack	183,425	Each	4005			5005					
Summer Food Service, Breakfast	6,781	Each	4006			5006					
Summer Food Service, Lunch	11,840	Each	4007			5007					
Adult Meals, Breakfast	26	Each	4008			5008					
Adult Meals, Lunch	531	Each	4009			5009					
Total (Not to Exceed)	1,365,484		Option Yr 3 Price			Option Yr 4 Price					

B.6.4.5

PRICING FOR CLUSTER 5

B.6.4.5.1

CLUSTER 5: 12 SCHOOLS

1. Bunker Hill ES
2. Burroughs ES
3. Noyes ES
4. Langdon ES
5. Langley ES
6. Walker-Jones EC
7. Brookland MS
8. McKinley Technology HS
9. Dunbar HS
10. Luke Moore Alternative HS
11. CHOICE Academy @ Emery
12. Washington Metropolitan HS

B.6.4.5.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 5 - BASE YEAR			CLUSTER 5 - OPTION YR 1			CLUSTER 5 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	259,498	Each	1001			2001			3001		
Cafeteria Lunch	434,583	Each	1002			2002			3002		
Early Childhood Family Style Lunch	12,948	Each	1003			2003			3003		
Afterschool Supper	111,254	Each	1004			2004			3004		
Afterschool Snack*	N/A	Each									
Summer Food Service, Breakfast	9,042	Each	1006			2006			3006		
Summer Food Service, Lunch	15,786	Each	1007			2007			3007		
Adult Meals, Breakfast	33	Each	1008			2008			3008		
Adult Meals, Lunch	649	Each	1009			2009			3009		
Total (Not to Exceed)	843,793		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 5 - OPTION YR 3			CLUSTER 5 - OPTION YR 4					
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL			
Breakfast	259,498	Each	4001			5001					
Cafeteria Lunch	434,583	Each	4002			5002					
Early Childhood Family Style Lunch	12,948	Each	4003			5003					
Afterschool Supper	111,254	Each	4004			5004					
Afterschool Snack*	N/A	Each									
Summer Food Service, Breakfast	9,042	Each	4006			5006					
Summer Food Service, Lunch	15,786	Each	4007			5007					
Adult Meals, Breakfast	33	Each	4008			5008					
Adult Meals, Lunch	649	Each	4009			5009					
Total (Not to Exceed)	843,793		Option Yr 3 Price			Option Yr 4 Price			Not to Exceed Price for Base + 4 Option Yrs		

*N/A indicates that Afterschool Snack is not currently applicable to this cluster. The Contractor does not need to include a price for this item.

B.6.4.6

PRICING FOR CLUSTER 6

B.6.4.6.1

CLUSTER 6: 10 SCHOOLS

1. Browne EC
2. Phelps ACE HS
3. Wheatley EC
4. J.O. Wilson ES
5. Ludlow-Taylor ES
6. Peabody ES (Capitol Hill Clus)
7. Watkins ES (Capitol Hill Clus)
8. Stuart-Hobson MS
9. School-Within-School @ Goding
10. Cap Hill Montessori @ Logan

B.6.4.6.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 6 - BASE YEAR			CLUSTER 6 - OPTION YR 1			CLUSTER 6 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	258,396	Each	1001			2001			3001		
Cafeteria Lunch	368,635	Each	1002			2002			3002		
Early Childhood Family Style Lunch	13,148	Each	1003			2003			3003		
Afterschool Supper	63,500	Each	1004			2004			3004		
Afterschool Snack	143,261	Each	1005			2005			3005		
Summer Food Service, Breakfast	7,534	Each	1006			2006			3006		
Summer Food Service, Lunch	13,152	Each	1007			2007			3007		
Adult Meals, Breakfast	30	Each	1008			2008			3008		
Adult Meals, Lunch	590	Each	1009			2009			3009		
Total (Not to Exceed)	868,246		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 6 - OPTION YR 3			CLUSTER 6 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL			
Breakfast	258,396	Each	4001			5001					
Cafeteria Lunch	368,635	Each	4002			5002					
Early Childhood Family Style Lunch	13,148	Each	4003			5003					
Afterschool Supper	63,500	Each	4004			5004					
Afterschool Snack	143,261	Each	4005			5005					
Summer Food Service, Breakfast	7,534	Each	4006			5006					
Summer Food Service, Lunch	13,152	Each	4007			5007					
Adult Meals, Breakfast	30	Each	4008			5008					
Adult Meals, Lunch	590	Each	4009			5009					
Total (Not to Exceed)	868,246		Option Yr 3 Price			Option Yr 4 Price					

B.6.4.7

PRICING FOR CLUSTER 7

B.6.4.7.1

CLUSTER 7: 10 SCHOOLS

1. Amidon-Bowen ES
2. Brent ES
3. Tyler ES
4. Van Ness ES
5. Jefferson MS Academy
6. Maury ES
7. Miner ES
8. Payne ES
9. Eliot-Hine MS
10. Eastern HS

B.6.4.7.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 7 - BASE YEAR			CLUSTER 7 - OPTION YR 1			CLUSTER 7 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	299,249	Each	1001			2001			3001		
Cafeteria Lunch	416,168	Each	1002			2002			3002		
Early Childhood Family Style Lunch	31,343	Each	1003			2003			3003		
Afterschool Supper	88,885	Each	1004			2004			3004		
Afterschool Snack	68,612	Each	1005			2005			3005		
Summer Food Service, Breakfast	7,532	Each	1006			2006			3006		
Summer Food Service, Lunch	13,154	Each	1007			2007			3007		
Adult Meals, Breakfast	29	Each	1008			2008			3008		
Adult Meals, Lunch	597	Each	1009			2009			3009		
Total (Not to Exceed)	925,569		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 7 - OPTION YR 3			CLUSTER 7 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL			
Breakfast	299,249	Each	4001			5001					
Cafeteria Lunch	416,168	Each	4002			5002					
Early Childhood Family Style Lunch	31,343	Each	4003			5003					
Afterschool Supper	88,885	Each	4004			5004					
Afterschool Snack	68,612	Each	4005			5005					
Summer Food Service, Breakfast	7,532	Each	4006			5006					
Summer Food Service, Lunch	13,154	Each	4007			5007					
Adult Meals, Breakfast	29	Each	4008			5008					
Adult Meals, Lunch	597	Each	4009			5009					
Total (Not to Exceed)	925,569		Option Yr 3 Price			Option Yr 4 Price					

B.6.4.8

PRICING FOR CLUSTER 8

B.6.4.8.1

CLUSTER 8: 12 SCHOOLS

1. Hearst ES
2. Janney ES
3. Lafayette ES
4. Murch ES
5. Shepherd ES
6. Deal MS
7. Wilson HS
8. Brightwood EC
9. LaSalle-Backus EC
10. Takoma EC
11. Whittier EC
12. Coolidge HS

B.6.4.8.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 8 - BASE YEAR			CLUSTER 8 - OPTION YR 1			CLUSTER 8 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	290,896	Each	1001			2001			3001		
Cafeteria Lunch	475,858	Each	1002			2002			3002		
Early Childhood Family Style Lunch	13,069	Each	1003			2003			3003		
Afterschool Supper	47,951	Each	1004			2004			3004		
Afterschool Snack	30,239	Each	1005			2005			3005		
Summer Food Service, Breakfast	9,040	Each	1006			2006			3006		
Summer Food Service, Lunch	15,785	Each	1007			2007			3007		
Adult Meals, Breakfast	36	Each	1008			2008			3008		
Adult Meals, Lunch	708	Each	1009			2009			3009		
Total (Not to Exceed)	883,582		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 8 - OPTION YR 3			CLUSTER 8 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL			
Breakfast	290,896	Each	4001			5001					
Cafeteria Lunch	475,858	Each	4002			5002					
Early Childhood Family Style Lunch	13,069	Each	4003			5003					
Afterschool Supper	47,951	Each	4004			5004					
Afterschool Snack	30,239	Each	4005			5005					
Summer Food Service, Breakfast	9,040	Each	4006			5006					
Summer Food Service, Lunch	15,785	Each	4007			5007					
Adult Meals, Breakfast	36	Each	4008			5008					
Adult Meals, Lunch	708	Each	4009			5009					
Total (Not to Exceed)	883,582		Option Yr 3 Price			Option Yr 4 Price					

B.6.4.9

PRICING FOR CLUSTER 9

B.6.4.9.1

CLUSTER 9: 13 SCHOOLS

1. Eaton ES
2. Hyde-Addison ES
3. Key ES
4. Mann ES
5. Stoddert ES
6. Hardy MS
7. Ellington School of the Arts
8. Cleveland ES
9. Garrison ES
10. Seaton ES
11. Cardozo EC
12. Benjamin Banneker HS
13. Thomson ES

B.6.4.9.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 9 - BASE YEAR			CLUSTER 9 - OPTION YR 1			CLUSTER 9 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	208,174	Each	1001			2001			3001		
Cafeteria Lunch	407,608	Each	1002			2002			3002		
Early Childhood Family Style Lunch	8,526	Each	1003			2003			3003		
Afterschool Supper	77,872	Each	1004			2004			3004		
Afterschool Snack	26,538	Each	1005			2005			3005		
Summer Food Service, Breakfast	9,797	Each	1006			2006			3006		
Summer Food Service, Lunch	17,098	Each	1007			2007			3007		
Adult Meals, Breakfast	39	Each	1008			2008			3008		
Adult Meals, Lunch	767	Each	1009			2009			3009		
Total (Not to Exceed)	756,419		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		
ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 9 - OPTION YR 3			CLUSTER 9 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL			
Breakfast	208,174	Each	4001			5001					
Cafeteria Lunch	407,608	Each	4002			5002					
Early Childhood Family Style Lunch	8,526	Each	4003			5003					
Afterschool Supper	77,872	Each	4004			5004					
Afterschool Snack	26,538	Each	4005			5005					
Summer Food Service, Breakfast	9,797	Each	4006			5006					
Summer Food Service, Lunch	17,098	Each	4007			5007					
Adult Meals, Breakfast	39	Each	4008			5008					
Adult Meals, Lunch	767	Each	4009			5009					
Total (Not to Exceed)	756,419		Option Yr 3 Price			Option Yr 4 Price					

B.6.4.10

PRICING FOR CLUSTER 10

B.6.4.10.1

CLUSTER 10: 12 SCHOOLS

1. Aiton ES
2. Burrville ES
3. C.W. Harris ES
4. Drew ES
5. Houston ES
6. Nalle ES
7. Smothers ES
8. Thomas ES
9. River Terrace
10. Kelly Miller MS
11. Woodson, H.D. HS
12. Empowering Males High School

B.6.4.10.2

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 10 - BASE YEAR			CLUSTER 10 - OPTION YR 1			CLUSTER 10 - OPTION YR 2		
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL
Breakfast	359,087	Each	1001			2001			3001		
Cafeteria Lunch	469,982	Each	1002			2002			3002		
Early Childhood Family Style Lunch	15,821	Each	1003			2003			3003		
Afterschool Supper	178,912	Each	1004			2004			3004		
Afterschool Snack*	N/A	Each									
Summer Food Service, Breakfast	7,534	Each	1006			2006			3006		
Summer Food Service, Lunch	13,153	Each	1007			2007			3007		
Adult Meals, Breakfast	30	Each	1008			2008			3008		
Adult Meals, Lunch	590	Each	1009			2009			3009		
Total (Not to Exceed)	1,045,109		Base Yr Price			Option Yr 1 Price			Option Yr 2 Price		

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CLUSTER 10 - OPTION YR 3			CLUSTER 10 - OPTION YR 4			Not to Exceed Price for Base + 4 Option Yrs
			CLIN	FIXED UNIT PRICE	EST. TOTAL	CLIN	FIXED UNIT PRICE	EST. TOTAL	
Breakfast	359,087	Each	4001			5001			
Cafeteria Lunch	469,982	Each	4002			5002			
Early Childhood Family Style Lunch	15,821	Each	4003			5003			
Afterschool Supper	178,912	Each	4004			5004			
Afterschool Snack*	N/A	Each							
Summer Food Service, Breakfast	7,534	Each	4006			5006			
Summer Food Service, Lunch	13,153	Each	4007			5007			
Adult Meals, Breakfast	30	Each	4008			5008			
Adult Meals, Lunch	590	Each	4009			5009			
Total (Not to Exceed)	1,045,109		Option Yr 3 Price			Option Yr 4 Price			

*N/A indicates that Afterschool Snack is not currently applicable to this cluster. The Contractor does not need to include a price for this item.

B.7

SUBCONTRACTING PLAN -- RESERVED

B.8

REQUIREMENTS CONTRACT

B.8.1

The District will purchase its requirements of the articles or services described herein as stated in any contract awarded to selected Contractor(s). In the event of any assignment, the contractor shall remain liable to the Institution as principal for the performance of all his obligations under the contract. 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.

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 is not a representation to a bidder, or offeror, or a contractor that the estimated quantity will actually be required or ordered, or that the conditions affecting the requirements will be stable or normal.

B.8.2

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 the contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

B.8.3

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

B.8.4

Any order issued during the effective period of the contract and not completed within that period shall be not be completed by the Contractor(s) within the time specified in the order. The contract shall govern the Contractor(s) and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that that Contractor(s) shall not be required to make any deliveries under the contract after the expiration of the contract.

B.8.5

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

B.9

FRESH FRUITS AND VEGETABLES PROGRAM (FFVP) COST REIMBURSEMENT
COMPONENT

B.9.1

Contractor(s) shall be reimbursed for the USDA-administered Fresh Fruit and Vegetable Program (FFVP), which operates separately from traditional school meal services, based on cost reimbursement ceiling rates determined by the OSSE for each school. In this program, students shall be served a sampling of fresh fruits and vegetables by the Contractor(s), and costs for purchasing, labor and packaging are reimbursed up to the ceiling established by OSSE independently of any school meals associated with a CLIN in this contract. To be reimbursed, Contractor(s) must submit monthly cost reimbursement invoices to OFNS explaining its operational and administrative expenses, as referenced in section G.2 and section C.4 item 16. Cost reimbursements to Contractor(s) for each school served shall not exceed the cost reimbursement ceiling rate for each school, which shall be provided to Contractor(s) by DCPS annually. Contractor(s) shall not include FFVP reimbursement in its firm fixed unit price, as this will be reimbursed separately.

B.10

SUBCONTRACTING REQUIREMENTS - RESERVED

SECTION C: SPECIFICATIONS AND WORK STATEMENT

C.1

SCOPE

- (a) The Contractor(s) shall manage the overall District of Columbia Public Schools (DCPS) Food Service Program (FSP). School operations are not limited to weekdays and may include evenings and weekends. The Contractor(s) shall prepare, serve, and account for meals on all 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, and any other food service program organized within the breadth of Food and Nutrition services specified the contract, as applicable. The number of school sites under contract and/or locations of schools is subject to change over the contract term for a variety of reasons, including, but not limited to, modernization, consolidation, Contractor(s) performance, and/or closure of school buildings.
- (b) 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) During School Year 2014-2015, DCPS engaged students, parents, principals and the greater school community in an attempt to assess satisfaction about the meals served at their schools with the goal of improving menus with more nutritious and delicious meals. In an effort to continue to support student health and achievement by ensuring that all DCPS students receive nutritious meals and address the needs and concerns of our families, OFNS believes in providing appetizing school meals made from fresh, locally produced ingredients to the fullest extent possible, and we strive to engage the entire DC community in implementing programs that encourage healthy decision-making, promote sustainable practices and exceed expectations in satisfaction.
- (d) DCPS seeks to increase children's participation in the school meal program and promote consumption of fruits, vegetables and wholesome foods. Thereby improving childhood nutrition, reducing hunger, and preventing obesity and obesity related diseases. To help meet these goals, DCPS is seeking to enhance the health of school meals by decreasing the distance that food travels. Contractor(s) is responsible for the formation and establishment of an advisory board composed of students, teacher, parents and administrative staff to assist in menu planning, taste testing, surveys, enhancement of the eating environment, program promotion, and related student-community support activities per 7 CFR Part 210.16(a)(8). SFA is responsible for scheduling periodic meetings with the advisory board.
- (e) In releasing a new solicitation for meal service for school year 2016-17, DCPS is seeking a Contractor(s) that can provide consistent, high quality meals and service across all schools while managing costs to match federal meal reimbursement rates.
- (f) The Contractor(s) must be willing to meet DCPS' high expectations for daily service management and delivery while embracing and building upon DCPS Food Services' mission. DCPS Food Services believes that healthful food improves students' physical and mental development and therefore is essential to academic and lifelong success.
- (g) Along with sharing in its mission, DCPS has identified specific factors which would most contribute to a Contractor(s)'s success in DC schools. These include:
- (1) Strong internal policies and procedures;
 - (2) Strong hiring practices and staff engagement;
 - (3) A comprehensive and systematic approach to staff training and development;
 - (4) Knowledgeable and results-oriented upper management;
 - (5) Detail orientation;
 - (6) Prioritizing and enabling problem solving at all levels;
 - (7) Ensuring accountability for results/celebrating success;
 - (8) Proven, rigorous systems and processes which ensure superior food, nutrition, quality, service and satisfaction results; and
 - (9) Able to adapt and change well when needed.
- (h) The above factors are standard practice for food service organizations in the private sector and should be applied in the school foodservice environment. DCPS believes in setting high

expectations for its food service program and that any company looking to lead in DCPS must demonstrate a mastery of food service competences and a desire to drive success through innovation collaboratively with DCPS Food Services.

C.1.1

MAIN OBJECTIVES

C.1.1.1

The DCPS FSP shall be operated and maintained as a benefit to DCPS' students and the community.

C.1.1.2

The DCPS FSP shall operate in a manner that will eliminate the fiscal gap assumed by the District, which is the difference between the firm fixed unit price and the rate of reimbursement per meal provided by the USDA.

C.1.1.3

Within the scope of the services, the Contractor(s) shall assume the following, in addition to its other obligations identified in the RFP, for the full duration of the contract:

C.1.2

PROGRAM COMPLIANCE

C.1.2.1

The Contractor(s) shall adhere to all DCPS, local, and federal compliance-requirements including student eligibility, meal counting and claiming, nutrition and allergen requirements, and medical substitutions; and

C.1.2.2

The Contractor(s) shall maintain all FSP required and DCPS-specified records for each federally mandated audit reporting period and assist with FSP audits as necessary.

C.1.3

FISCAL MANAGEMENT & REPORTING

C.1.3.1

The Contractor(s) 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.1.3.2

The Contractor(s) shall manage and accurately report all revenues, credits, fees, and expense items in a manner and format agreed to by DCPS; and

C.1.3.3

The Contractor(s) shall manage and accurately report the FSP income position as required by DCPS.

C.1.4

OPERATIONS & PERFORMANCE

C.1.4.1

The Contractor(s) shall increase the Food & Nutrition Program satisfaction versus each prior school year by improving the quality of meals and service through enhancements in execution, innovation, and by mitigating barriers to meal participation across all schools. The Contractor(s) will provide and be accountable to an annual plan to improve satisfaction of food and service, and report quarterly on the status of meeting the objectives of its plan. The annual plan is due 60 days prior to the start of each regular school year electronically and in hard copy in accordance with table F.2, and shall be subject to approval by DCPS. Failure to improve where satisfaction rates are below 80% is subject to reassignment of individual schools as stipulated in section F.2.2.1.

C.1.4.1.1

The Contractor(s) shall measure satisfaction among DCPS students via surveys to be administered quarterly. These surveys shall be subject to approval by DCPS.

C.1.4.1.2

The Contractor(s) shall include quarterly waste studies to further determine consumption rates and relationships to satisfaction.

C.1.4.2

The annual satisfaction plan initiatives must contain deliverables which are specific, measurable, achievable, realistic and time-bound (S.M.A.R.T.) in nature;

C.1.4.3

The Contractor(s) 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.1.4.4

The Contractor(s) shall work with DCPS to manage the USDA Foods programs in coordination with the District of Columbia (DC) State Agency (SA) which is the Office of the Superintendent of Education (OSSE).

C.1.4.5

The Contractor(s) shall work with DCPS to manage all other federal or state food programs including the Fresh Fruit and Vegetable Program (FFVP) in coordination with OSSE; and

District Standard	OFNS Daily Accountability Policy & Procedures; Guide to Daily Operations for Family Style Meals, OFNS Site Review Process; DCPS Standard Operating Procedures; The District of Columbia Municipal Regulations (DCMR Title 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; United States Department of Agriculture (USDA) 2 CFR Part 180, 2 CFR Part 200, and 7 CFR Parts 210, 220, 225, 226, 240, 245, 250, 3016.36, 7 CFR 3018.110(d), 7 CFR 3019.4, any Summer Food Service Program (SFSP) and Child Adult Care Food Program (CACFP) requirements, and Food and Nutrition Service (FNS) instructions, policies and memoranda, as applicable, in addition to all applicable state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act (HSA) of 2010, as amended, the Healthy Hunger Free Kids Act (HHFKA) of 2010, and all State Agency memorandums and requirements.

C.1.4.6

The Contractor(s) shall provide detailed analysis relating to fiscal management, program compliance, operations, and performance as specified by DCPS each monthly.

C.1.4.7

At the termination of the contract, all program records maintained by the Contractor(s) shall be released and returned to DCPS.

C.2

DEFINITIONS

C.2.1

Adult Meals (Breakfast or Lunch): Meals served to non-students that follow the 9-12 meal pattern. Adult meals may be inclusive of school community partnerships; i.e. PTA meetings, parent cabinet meetings, Back-To-School Nights, etc.

C.2.2

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.2.3

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.2.4

Breakfast in the Classroom (BIC): An alternative breakfast serving model wherein students are served portable breakfast items in the classroom after the required time to be in school.

C.2.5

Building and Structure: Wiring, plumbing, or equipment integral to the general function of the building.

C.2.6

Child and Adult Care Food Program (CACFP): A federally funded program that complements afterschool programs that serve a meal or snack to children in low-income areas.

C.2.7

Child Nutrition Program: Federal programs which DCPS administers through its food service management contract(s) including the National School Breakfast and Lunch Programs and the Child and Adult Care Food Program for which it is funded by regulatory agencies.

C.2.8

Cluster(s): For the purposes of this solicitation, cluster refers to the 10 clusters described in Section B. Cluster does not refer to the nine DCPS clusters that are each managed by an Instructional Superintendent.

C.2.9

Community Eligibility: A USDA NSLP certification allows a school to provide lunch meals to all students at no charge.

C.2.10

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.2.11

Contractor: A commercial enterprise or a nonprofit organization that will be submitting a proposal in response to this solicitation.

C.2.12

CLIN: Contract Line Item Number.

C.2.13

Customer Ignored: A student whose meal service transaction was not ignored because the prior student's transaction had not been completed.

C.2.14

DCPS: The District of Columbia Public Schools.

C.2.15

Donated Foods: USDA Foods/commodities donated to DCPS by USDA for distribution to schools and other recipient agencies.

C.2.16

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.2.17

Equipment: Powered appliances used for food preparation including temperature-controlled storage equipment located in DCPS schools owned by DCPS Food Services used to facilitate the food service program.

C.2.18

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. 2014-2015: Greater than 60% free and reduced federal free lunch reimbursement rate \$2.98; Estimated state reimbursement per lunch \$.15; Federal commodity entitlement rate for 2015 \$.248 = \$3.378.)

C.2.19

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.2.20

Facilities: DCPS Food Service facilities to include school kitchens, kitchen offices, and kitchen bathrooms, locker rooms and administrative space.

C.2.21

Firm Fixed Unit Price 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.2.22

Fixed Fee: The price charged by the Contractor(s) to DCPS for a product or service.

C.2.23

Food Services or OFNS: The DCPS Office of Food & Nutrition Services

C.2.24

Fresh Fruit and Vegetable Program or FFVP: A federally assisted program providing free fresh fruits and vegetables to students in participating elementary schools during the school day, as referenced in section C.4 Item 13.

C.2.25

FSP: Food service program. The scope of operations managed by the DCPS Office of Food & Nutrition Services.

C.2.26

FSW: Food service worker. A person (full-time, part-time, or temporary) who is hired to provide food services at DCPS school facilities.

C.2.27

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.2.28

HSA: District of Columbia Healthy Schools Act of 2010, as amended 8/5/2011.

C.2.29

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.2.30

Meal Equivalent: The common denominator for the calculation of the firm fixed unit price.

C.2.31

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.2.32

Non-Provision School: A school that does not provide universally free lunch meals through Community Eligibility Provision or Provision 2 designation. A non-provision school requires students to pay for meals unless the students have completed a Free and Reduced Meal Application and have been confirmed as eligible for the benefit individually.

C.2.33

Offer versus Serve or OvS: A concept that applies to menu planning and the meal service. OVS allows students to decline some of the food offered in a reimbursable lunch or breakfast. The goals of OVS are to reduce food waste and to permit students to choose the foods they want to eat, as referenced in section C.4, Item 14.

C.2.34

On-Site: A school that has the equipment and space necessary to prepare meals daily for its student enrollment (See Section C.4 Item 6).

C.2.35

Operating Days: Any day of the week where DCPS programming is scheduled.

C.2.36

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.2.37

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.2.38

Reimbursable Meals: Those meals served in the Food Service Program to eligible students for which DCPS Food Services is entitled to reimbursement from OSSE under applicable federal and state law (7 CFR 210).

C.2.38.1

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.2.38.2

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.2.38.3

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.2.38.4

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.2.39

SA or State Agency: 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.2.40

School Food Authority: The administering unit for the operation of a school feeding program

C.2.41

Satellite: A school that does not have the equipment and space necessary to prepare meals daily for its student enrollment.

C.2.42

Services: The services to be provided by the Contractor(s) under this agreement.

C.2.43

Small Ware: Glassware, flatware, dinnerware, pots and pans, table top items, bar supplies, food preparation utensils and tools such as can openers, storage supplies, service items, and small appliances costing \$500 or less.

C.2.44

Specialty Cluster(s): A select number of DCPS schools without distinct feeder patterns.

C.2.45

USDA: The United States Department of Agriculture.

C.2.46

WebSMARTT: DCPS' owned and adopted point of sale system.

C.3

REQUIREMENTS

C.3.1

COMPLIANCE

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

District Standard	OFNS Daily Accountability Policy & Procedures; Guide to Daily Operations for Family Style Meals, OFNS Site Review Process; DCPS Standard Operating Procedures; The District of Columbia Municipal Regulations (DCMR Title 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; United States Department of Agriculture (USDA) 2 CFR Part 180, 2 CFR Part 200, and 7 CFR Parts 210, 220, 225, 226, 240, 245, 250, 3016.36, 7 CFR 3018.110(d), 7 CFR 3019.4, any Summer Food Service Program (SFSP) and Child Adult Care Food Program (CACFP) requirements, and Food and Nutrition Service (FNS) instructions, policies and memoranda, as applicable, in addition to all applicable state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act (HSA) of 2010, as amended, the Healthy Hunger Free Kids Act (HHFKA) of 2010, and all State Agency memorandums and



	requirements.
--	---------------

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.

Contractor(s) shall abide by all applicable policies, procedures, and directives of DCPS, including the standard operating procedure manual, which shall be provided to Contractor(s) by DCPS.

C.3.2

NUTRITION

C.3.2.1

DCPS NUTRITION STANDARDS

Menu items shall comply with the nutrition standards of 7 CFR Parts 210, 215, 220, 225, and 226.

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

On average throughout the year, 20 percent, by cost, of all food ingredients and products used in the making of the meals shall be locally-grown and locally-processed* [A];

C.3.2.1.1

Vegetarian meals shall be available every day at all grade levels. Vegetarian meals must rotate daily to avoid repetition. Vegetarian meals must be clearly labeled or identified as vegetarian. [L];

C.3.2.1.2

Other dietary accommodations such as veganism and religious restrictions shall be reasonably accommodated if approved by FNS after FNS review of the dietary accommodation form signed by the parent or guardian as referenced in section C.4 Item 8. [A];

C.3.2.1.3

Peanut and tree nut products shall not be served in any form and 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.3.2.1.4

Pork shall not be served in any meals and in any form at any campus where elementary students are enrolled.

C.3.2.1.5

Foods listing sugar as the first or second ingredient must be approved by DCPS for service and frequency of service [A];

C.3.2.1.6

Fish shall be offered at least twice per month [L]; and

C.3.2.1.7

Pizza (includes calzone, Stromboli, flatbread, breadstick) shall be served in elementary schools no more than once per week and shall be served in secondary schools no more than twice per week [L].

C.3.2.1.8

Meats and proteins shall not be fried at any point during their processing [A];

DAIRY

C.3.2.1.9

Milk shall be unflavored skim or no more than 1% fat [A];

C.3.2.1.10

Milk cannot contain added sweeteners or artificial flavorings [A];

C.3.2.1.11

Milk substitutions shall be provided in accordance with 7 CFR 210.10(g) [A].

C.3.2.1.12

A Fresh fruits and vegetables shall be offered at a minimum of once per day [A];

C.3.2.1.13

20% of fruit and vegetable offerings will be rotated each month for variety [A];

C.3.2.1.14

On average throughout the year 15% by cost of all produce used in the making of the meals shall be locally-grown and locally-processed*; Geographic Preference will be given to Contractors who can provide locally grown or processed vegetables from growers in Delaware, D.C., Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia) [A];

C.3.2.1.15

Tomato Paste shall not be credited as a vegetable serving [A];

C.3.2.1.16

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.3.2.1.17

Only 100% fruit juice shall be served [A].

*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 processed at a facility in: Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.

C.3.2.2

HSA NUTRITION STANDARDS AND COMPLIANCE

Menu items shall comply with the nutrition standards of the DC Healthy Schools Act as amended.

C.3.2.2.1

Contractor(s) shall identify and report the number of meals served that are nutritionally compliant, provide documentation as necessary, and shall make every effort to provide meals that meet these reimbursement requirements in Sections 101 and 301 of the DC Healthy Schools Act, referenced in section C.4 Item 8.

C.3.2.3

HHFKA NUTRITION STANDARDS

Standards listed in section C.4 Item 13 are new as per HHFKA revision. If a standard is encompassed in the DCPS-specific or HSA requirements, it is not listed.

C.3.2.4

WATER

Cold, filtered water shall be made available to students through drinking fountains or other means when meals are served. In the absence of a drinking fountain in the cafeteria, Contractor(s) shall provide a DCPS approved water dispenser and cups in an easily accessible area to serve.

C.3.3

PRICING AND CHARGE POLICY

C.3.3.1

Contractor(s) shall provide breakfast, snack and supper meals to all students at no charge to the student.

C.3.3.2

Contractor(s) shall provide lunch to all students eligible for reduced or free meals and all students enrolled in Provision 2 or Community Eligible Provision (CEP) schools at no charge to the student.

C.3.3.3

Contractor(s) shall charge students in elementary \$2.10 per lunch meal and students in secondary \$2.60 per lunch meal. Meal prices are subject to change annually as per HHFKA until equity is achieved with federal reimbursement rates.

C.3.3.4

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.3.4

COUNTING AND CLAIMING

C.3.4.1

“Offer” versus Served (OvS) will apply for all grades, as referenced in section C.4 Item 14. DCPS shall inform the Contractor(s) prior to modifying its service type.

C.3.4.2

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. If inoperable, cashiers shall either ask students their names and record them in the POS system or use a printed, DCPS approved roster to record counts.

C.3.4.3

Each POS machine shall have one worker to record meal counts.

C.3.4.4

If a POS is inoperable or if meals are served outside of the cafeteria (Breakfast in the Classroom, Family Style Meals), a student roster from WebSMARTT (DCPS-owned point of service software) shall be used to record meal counts. Rosters shall be updated and printed each month and readily available for claiming in the absence of working POS.

C.3.4.1.1

Food service workers are the only individuals allowed to record meal counts;

C.3.4.1.2

Students served meals shall be checked off on a roster using DCPS-approved meal counting procedures. If all students are being checked off on a roster or if notations other than checkmarks are used (indications of incorrect counting procedures), those recording meal counts shall be instructed on correct meal counting procedures;

C.3.4.1.3

Each student shall be asked their name before being checked off on a roster; and

C.3.4.1.4

Meal rosters shall be kept in folders and should not be visible to students.

C.3.4.5

All point of sale technical issues should be reported immediately via the DCPS reporting application: “Quickbase”.

C.3.4.6

Contractor(s) production records shall be in a form and format that meets federal requirements and supports meal claims as defined in Administrative Review. 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.3.4.7

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 at the school.

C.3.5

RECORDKEEPING

C.3.5.1

WebSMARTT edit checks shall be printed daily by Contractor(s) at each school site and maintained securely in a binder in the cafeteria office.

C.3.5.1.1

Breakfast and lunch meal counts shall be inputted in full prior to printing the daily edit check;

C.3.5.1.2

Supper and snacks edit checks shall be printed the day following service and attached to the matching breakfast and lunch edit check;

C.3.5.1.3

If edit checks are changed to account for customer ignored, meals not recorded, additional meals 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;

C.3.5.1.4

A new edit check must be printed and staples to the production records and edit check;

Applicable to Non-Provision Schools: If the meals claimed exceeds the average daily attendance for any category (free, reduced, paid) on the daily edit check, the justification for the claim shall be noted on the daily edit check, dated and initialed.

Applicable to Provision Schools: if the meals claimed exceed the average daily total attendance on the daily edit check, the justification for the claim shall be noted on the daily edit check, dated and initiated by the appropriate and designated staff.

C.3.5.2

Production records shall be completed daily and maintained securely in a binder in the school cafeteria office.

C.3.5.2.1

For satellite schools, "Portion prep total" shall equal the portions received from a production kitchen;

C.3.5.2.2

For on-site schools, "Portion prep total" shall equal the portions prepared for service; and "Portion serve reimbursable" (entrée) shall equal "reimbursable meals."

C.3.5.2.3

Edit checks, production records and transaction logs shall be reviewed daily by cafeteria leads and weekly by Contractor(s) management. Transaction log errors must be corrected by the Contractor(s) or

reported to DCPS by the end of the calendar week. The status of every school's production records and edit checks shall be reported monthly to DCPS. Any errors found by DCPS shall be corrected by the Contractor(s) in WebSMARTT dated and initialed, and noted on the corresponding daily edit check(s) and production record(s). Updated Edit Checks are to be printed and stapled to the previous ones.

C.3.5.3

All records shall be maintained for a minimum of five years beyond the date of their creation. 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.3.5.3.1

Production records;

C.3.5.3.2

Daily edit checks and accountability rosters;

C.3.5.3.3

Delivery tickets (if applicable);

C.3.5.3.4

Dietary accommodation forms (if applicable);

C.3.5.3.5

Completed operational/compliance forms completed during monitoring visits; and

C.3.5.3.6

Findings of formal and/or informal school-based audits or monitoring visits.

C.3.6

DEPARTMENT OF HEALTH

C.3.6.1

Contractor(s) must comply with DC Department of Health (DOH) regulations, including the following:

C.3.6.1.1

At least one DC Certified Food Protection Manager/DOH required "Person In Charge" designee must be on school premises during work hours, with a valid copy of their Food Protection Manager ID posted conspicuously in the school kitchen. Contractor(s) are required to have a permitted backup worker available in the event of the primary permit holder's absence to ensure compliance with DOH regulations;

C.3.6.1.2

Hold a valid DC Basic Business License (BBL) under the name of the Contractor(s) and school (IE Contractor(s)/School), with a copy posted conspicuously in the school kitchen*;

C.3.6.1.3

Submit to regular health inspections (minimum 2 each year) for any facility, inside or outside of the school for which it plans to prepare meals, with a copy of the latest inspection (six months old or less) posted conspicuously in the school kitchen and; and

C.3.6.1.4

Comply with all health code requirements concerning the maintenance of facilities, equipment, and delivery vehicles and the storage, preparation, and service of food which are examined during a DC DOH health inspection.

*It is the responsibility of the Contractor(s) to pay for, obtain, and maintain a valid BBL for each school cafeteria.

C.3.6.2

DCPS reserves the right to obtain meals from other sources without obligation to Contractor(s) 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.3.6.3

Contractor(s) 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.3.7

CONSEQUENCES OF NON-COMPLIANCE

C.3.7.1

Contractor(s) 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.3.7.1.1

Incomplete meals/adult meals;

C.3.7.1.2

Meals rejected as unacceptable: no payment is to be made for meals that are spoiled or unwholesome at time of delivery, do not meet detailed specifications as developed by the school food authority for each food component specified in 7 CFR 210.10, or do not otherwise meet the requirements of the contract. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

C.3.7.1.3

Incorrect component substitutions;

C.3.7.1.4

Non-DCPS approved menu items or a la carte sales;

C.3.7.1.5

Meals served through a non-compliant service model under HSA.

C.3.7.2

Said violations shall result in the Contractor(s) reimbursing DCPS within 30 days from the day of violation with the full per meal federal and state reimbursement. If nutritional or counting and claiming compliance or excessive or unusable USDA bonus or donated food inventories is the subject of an OSSE fiscal action, DCPS shall withhold from Contractor(s) 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.3.7.3

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

C.3.7.4

DCPS shall issue directives regarding any deficiencies, and the Contractor(s) shall be obligated to rectify those deficiencies in a timely manner.

C.3.8

NON COMPLIANCE APPEAL

C.3.8.1

Appeals shall be handled according to applicable law and policy.

C.3.9

DATA AND TECHNOLOGY

C.3.9.1

Contractor(s) shall, on a daily basis, record all breakfast, lunch (to include salad bar), a la carte, 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.3.9.2

Contractor(s) shall ensure each service line employs an operational point of sale at all times, including standalone salad bars serving reimbursable meals.

C.3.9.3

Contractor(s) 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 cashless kiosk and online prepayments. Contractor(s) shall not

request nor disclose student personal data as specified by the Children's Online Privacy Protection Act (COPPA) or the Family Educational Rights and Privacy Act (FERPA).

C.3.9.4

If the POS is inoperable or if meals are served outside of the cafeteria, the Contractor(s) shall use a roster generated from WebSMARTT to document which students are served lunch.

C.3.9.5

The Contractor(s) shall account for all students by checking them off on a WebSMARTT roster consistent with the DCPS-approved process.

C.3.9.6

The Contractor(s) shall ask each student his/her name or assigned meal program identification before being counted as having received a reimbursable meal. The Contractor(s) must record meals on rosters so they are claimed at the correct reimbursement level (Free, Reduced Price, or Paid);

C.3.9.7

The Contractor(s) shall maintain meal rosters in such fashion as to comply with federal regulations on overt identification; and

C.3.9.8

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.3.9.9

Contractor(s) shall utilize and help maintain all DCPS POS' equipment including client monitors, manager computers, Cashless Kiosks, pin pads, and scanners, including but not limited to promptly reporting any issues with this equipment within 48 hours via DCPS's Quickbase reporting system.

C.3.9.10

Contractor(s) shall implement and utilize all software applications as adopted by DCPS. All software licenses and databases are the exclusive property of DCPS.

C.3.9.11

Contractor(s) shall ensure the manager computer is turned on at all times to facilitate point of sale data replication.

C.3.9.12

Failure to provide accurate POS data, or deliberate alteration of this data in any way, shall constitute a material breach of the contract.

C.3.10

REPORTING

C.3.10.1

Contractor(s) shall present a progress report to DCPS Food Services management at least monthly or as specified by DCPS. This report shall include, but not be limited to:

C.3.10.1.1

Participation data for breakfast, lunch, and supper (week analyzed, week prior year, year to date (YTD), and last year to date (LYTD));

C.3.10.1.2

Data shall be broken down by school type and program type;

C.3.10.1.3

School analysis for the highest participation drops year/year with action plans for improving participation rates;

C.3.10.1.4

A la carte, salad bar, and adult meal sales;

C.3.10.1.5

Operations including Site Visit Reporting and Follow Up;

C.3.10.1.6

Regulatory Compliance Audit Results;

C.3.10.1.7

Menu and Food Quality (including local food);

C.3.10.1.8

Customer Satisfaction;

C.3.10.1.8

Community and Student Engagement activity; and

C.3.10.1.9

New and/or ongoing food service initiatives.

C.3.10.2

Contractor(s) shall be provided access to all prior year and current year data needed to fulfill DCPS' reporting requirement.

C.3.11

CASH RECONCILIATION

C.3.11.1

The Contractor(s) shall require that at the end of every operating day, all of its 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 Contractor(s) shall note the reason for the variance. Contractor(s) shall be responsible for any shortages incurred and shall refund DCPS in full for all discrepancies via a line item credit to the subsequent month's invoice to DCPS.

C.3.11.2

Contractor(s) at all sites shall keep deposit materials (deposit bags, red books or deposit (slips) on hand at all times. These materials shall be provided at the beginning of the year and on request to the Contractor(s) by DCPS. 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 Contractor(s) reimbursing DCPS for the cost of an armored courier truck pick up fee (currently \$65 per occurrence).

C.3.11.3

The Contractor(s) shall provide a security safe at all schools and a process to ensure accountability of cash handling.

C.3.12

EQUIPMENT AND FACILITIES

C.3.12.1

DCPS shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations regarding food service equipment and facilities.

C.3.12.2

The Contractor(s) shall not use the DCPS facilities to produce food, meals, or services for other organizations.

C.3.12.3

The Contractor(s) shall inventory the equipment owned by the School Food Authority (SFA) at the beginning of the school year and the end of the school year. The Contractor(s) will be responsible for reporting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.

C.3.12.4

DCPS shall repair and service equipment except when damages result from the use of less-than-reasonable care by the Contractor(s)' employees. When damage results from less-than-reasonable care on the part of any Contractor(s) employees or agents, it will be the Contractor(s) responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.

C.3.12.4.1

Contractor(s) shall utilize and agree to help maintain all DCPS equipment utilized in the preparation and holding of any food product for meal service, including but not limited to: ovens, stoves, steamers, refrigerators, freezers, salad bars, and the like by promptly reporting any issues with this equipment, within 48 hours via DCPS's Quickbase reporting system.

C.3.12.4.2

The Contractor(s) shall assume costs for any service calls requested where less-than-reasonable action or inadequate troubleshooting on behalf of the reporting staff has occurred including but not limited to:

a switch turned off, a pilot light that required ignition, a breaker switch reset or a power cable that needed to be connected.

C.3.12.5

All of Contractor(s) equipment, vehicles, and other property shall be on DCPS property at the sole risk and hazard of the Contractor(s). It is expressly understood that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Contractor(s) for any accident, injury, loss, or damage while Contractor(s) is in, upon, or about, or entering or leaving DCPS property at any time during the term of the contract or any renewal or extension hereof and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand, and claim for same.

C.3.12.6

DCPS shall provide sanitary toilet and hand washing facilities for the Contractor(s) employees at each school site.

C.3.12.7

Contractor(s) 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.3.12.8

Contractor(s) shall protect all food service equipment from pilferage or destruction.

C.3.12.9

Contractor(s) shall operate and care for all equipment and food service areas in a clean, safe, and sanitary condition in accordance with applicable District law and standards acceptable to DCPS. DCPS shall be responsible for all facilities repairs, including exhaust hoods and pest control requests, and for regularly cleaning grease traps.

C.3.12.10

Contractor(s) 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.3.12.11

Contractor(s) shall be responsible for managing recycling and/or composting of kitchen refuse and transporting all kitchen waste to the appropriate waste disposal area.

C.3.12.13

Contractor(s) shall consent to recycling and/or composting foodstuffs and specific materials if these disposal methods are supported by the school facility.

C.3.12.14

Contractor(s) shall assist with an education program for the students and school staff on the proper use of trash, recycling, and/or composting receptacles through signage and promote all DCPS recycling, composting, or landfill diversion programs.

C.3.12.15

Contractor(s) 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 shall be maintained by school custodial staff.

C.3.12.16

Contractor(s) 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.3.12.17

Contractor(s) shall not utilize DCPS school facilities for any purposes outside of the scope of this agreement 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.3.12.18

Contractor(s) shall utilize all specialized equipment available at the school to include dishwashers, salad bars (freestanding and line-based), and meal stations. Contractor(s) shall execute and fully staff DCPS authorized specialty meal stations which may be fixed or mobile at all schools where those capabilities will benefit the program.

C.3.12.19

Contractor(s) shall establish standards subject to DCPS approval for receiving, storage, ordering, and cleanliness and assess performance against these standards during monitoring visits conducted by DCPS as well as those conducted by the Contractor(s).

C.3.13

SANITATION

C.3.13.1

Contractor(s) shall place all recyclables, garbage and trash in DCPS-specified containers and place such containers in areas designated by DCPS.

C.3.13.2

DCPS shall consult with the DC Department of General Services (DGS) to ensure removal all recyclables, garbage and trash from the designated areas.

C.3.13.3

The Contractor(s) shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.

C.3.13.4

The Contractor(s) shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the DCPS and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.

C.3.13.5

DCPS shall consult with DGS to ensure cleaning of grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.

C.3.13.6

DCPS shall consult with DGS to ensure extermination services as needed. Contractor(s) should notify DCPS if such services are needed.

C.3.13.7

The Contractor(s) shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.

C.3.14

SERVING WARE, SMALL WARE, & DISPOSABLES

C.3.14.1

Contractor(s) shall provide all serving ware, small ware, and disposables needed for meal service including, but not limited to:

C.3.14.1.1

Plates and/or trays

C.3.14.1.2

Portion cups

C.3.14.1.3

Cutlery

C.3.14.1.4

Napkins

C.3.14.2

All disposables provided by the Contractor(s) 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 expanded polystyrene or Styrofoam is to be used by Contractor(s) for any foodservice operation within DCPS.

C.3.14.3

If a school has a usable dishwasher, Contractor(s) shall purchase and maintain adequate inventory at all times of all reusable serving ware to be available to all students who participate in the meal program in that school. Reusable cutlery shall be subject to DCPS approval prior to purchase.

C.3.14.4

Utensils (forks, knives and spoons) shall be purchased separately and shall be displayed at a condiment/cutlery station located at the end of the serving line or in the cafeteria. No sporks or prepackaged combination meal utensil “kits” (fork/spoon/napkin combinations) shall be utilized in schools, and straws shall be purchased only on an as needed basis to reduce waste.

C.3.15

PACKAGING AND PRESENTATION

C.3.15.1

Contractor(s) 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 and of a retail appearance.

C.3.15.2

The presentation of food on the serving line and in all auxiliary equipment shall be appealing in a retail appearance. Presentation shall be consistent across all schools.

C.3.16

Food Safety & Emergency Preparedness

C.3.16.1

Contractor(s) shall maintain all foods at the temperature necessary to ensure its safety at all times including preparation, storage, delivery, and service. Delivery of chilled and frozen foods and components will be under constant refrigeration.

C.3.16.2

Delivery vehicles shall be maintained to meet required regulatory sanitation standards.

C.3.16.3

Contractor(s) 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.3.16.4

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.3.16.5

Contractor(s) shall notify DCPS no later than 2 hours after discovery of any food recall incident and provide alternate menu items as necessary.

C.3.17

NUTRITION, FOOD QUALITY, AND PROCUREMENT

C.3.17.1

Contractor(s) 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.3.17.2

DCPS reserves the right to audit Contractor(s) facilities and operations to ensure nutritional, food quality, or procurement compliance.

C.3.17.3

Contractor(s) shall provide DCPS with all nutritional documentation or data necessary to maintain program compliance in the timeframe specified by DCPS.

C.3.17.4

Contractor(s) shall provide to the Contract Administrator (CA) estimated nutritional content, ingredients, and food origin information for a one month menu cycle (21 days), 60 days in advance of meal service via an electronic file. DCPS may request changes before approving.

C.3.17.5

Contractor(s) 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.3.18

MENU

C.3.18.1

Contractor(s) shall serve only meals and food items approved by DCPS in accordance with section C.4, Item 7. DCPS and Contractor(s) shall work collaboratively to ensure that menus are approved using mutually acceptable and compliant items in accordance with the Contractor(s) procurement timeline. DCPS shall review, give feedback on, and approve all menus, ingredients, and meal components at least three months prior to meal service. Product nutrition labels shall be submitted and approved by DCPS as part of this solicitation for the Taste Test (Section L.3.4) and 30 days prior to start of service each school year following the execution of a contract. Monthly menus and proof of compliance shall be provided at minimum 60 days prior to service and are contingent upon DCPS approval. Upon approval, final menus and nutrition information, meal ingredients and food origin reports shall be provided to DCPS at minimum 5 business days prior to 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 (which must be approved by DCPS) to determine student approval for menu items. All menu items are subject to DCPS' nutritional requirements.

C.3.18.2

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

C.3.18.3

Contractor(s) shall train all staff and record validation of learning on menu item preparation prior to service. Contractor(s) shall maintain a recipe book and applicable guides at every school with pictures of each finished menu item and step-by-step instructions for recipe execution.

C.3.18.4

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.3.18.5

Contractor(s) shall provide no meals served to students in Pre-K/Preschool, Kindergarten, or Grade 1 that shall pose a choking hazard or are too large for easy consumption. Meals for this grade range shall be modified to meet the physical development and preference of that age group.

C.3.18.6

Contractor(s) shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the student's Individual Educational Plans (IEPs) or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by USDA. Said statement shall be signed by a medical doctor or a recognized medical authority. There shall be no additional charge to the student for such substitutions.

C.3.18.7

The Contractor(s) shall develop daily meals with sides that pair well with the main entree. The Contractor(s) shall develop a cycle vegetarian menu that aligns with the other menu options. Contractor(s) shall serve, at minimum, three hot breakfasts per week and one hot lunch per day at each school.

C.3.18.8

Contractor(s) 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.3.18.9

Contractor(s) 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.3.18.10

Contractor(s) shall create menus for FFVP and after school snack that feature a variety of fruits and vegetables.

C.3.18.11

Contractor(s) shall create a salad bar menu for reimbursable and adult (fruit and vegetable) salad bars for schools with stand-alone or line-based salad bar equipment. 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 in a manner 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.3.18.12

Contractor(s) shall create an afterschool supper menu that meets current regulations and features a variety of menu items and includes all five reimbursable meal components.

C.3.18.13

Contractor(s) shall print monthly menus and distribute them to every school under management. Menus shall be printed to support 20% of enrollment. Contractor(s) shall ensure that menus are posted in the cafeteria line and in the school office. Menus will be printed and made available monthly in Spanish for any school that requests it. The Contractor(s) shall provide electronic copies of each menu and associated nutritional analysis specific to DCPS filename standards and within a timeframe set by DCPS.

C.3.19

A LA CARTE

C.3.19.1

Contractor(s) shall provide a la carte options at all middle and high schools. Contractor(s) shall provide 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.3.19.2

All a la carte meals or items and their prices shall be submitted to DCPS for approval prior to the start of the school year to determine compliance. Any change in a la carte menu offerings or prices shall be approved by DCPS. Prices must meet HHFKA requirements for "non-program revenue" as stated in the interim rule dated 6/28/13, 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 Smart Snack Interim Final Rule standards dated July 1, 2014.

C.3.19.3

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.3.19.4

Contractor(s) shall be reimbursed for a la carte items using meal equivalency.

C.3.20

USDA-DONATED FOOD

C.3.20.1

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.3.20.2

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.3.20.3

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

C.3.20.4

DCPS shall work cooperatively with the Contractor(s) in determining the optimal requests for donated foods offered. However, the Contractor(s) 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. Contractor(s) accepts the choices and use of USDA Donated Foods ordered and diverted at the commencement of the contract as a condition of this agreement.

C.3.20.5

DCPS shall work cooperatively with the Contractor(s) in determining whether to accept bonus or donated foods. DCPS retains final authority for making this determination. The Contractor(s) will credit the full value of bonus donated foods accepted during the month they are in accordance with 7 CFR 250.58(a).

C.3.20.6

Donated foods inventory must be stored and managed in accordance with 7 CFR 250.52.

C.3.20.7

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 CFR 250(C). The cost of processing shall be included in the fixed fee per meal charged.

C.3.20.8

Ensuring that any USDA donated foods received (when the foods arrive at the school kitchen, DCPS storage facility, or Contractor(s) storage facility, in either raw form or in processed end products) by

DCPS and made available to the Contractor(s) accrue solely to the benefit of DCPS's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The Contractor(s) shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of DCPS.

C.3.20.9

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 received by the Contractor(s) 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 CFR Part 210 and 7 CFR Part 250.

C.3.20.10

Contractor(s) is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of DCPS. Contractor(s) agrees that any procurement and/or utilization of end products by Contractor(s) on behalf of DCPS shall be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of DCPS' processing agreements. Contractor(s) understands and hereby acknowledges that DCPS and OSSE are separate entities. DCPS is the final authority with respect to any processing agreements proposed by the Contractor(s). DCPS shall, therefore, independently authorize in writing the Contractor(s)'s entry into any such processing agreements on behalf of DCPS.

C.3.20.11

The value of donated foods received shall appear as a credit on the invoice for the month in which the donated food was used except that the Contractor(s) must credit DCPS 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), and including the value of USDA donated foods contained in processed end products, in accordance with the contingencies in 7 CFR Part 250.51(a).

C.3.20.12

At the end of each year, Contractor(s) shall reconcile the value of USDA Foods received against credits provided on monthly invoices. The Contractor(s) will 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.3.20.13

Contractor(s) shall use the USDA donated food values as posted on OSSE's USDA donated foods website including the value of USDA bonus donated foods. Contractor(s) shall use all USDA donated ground beef products, ground pork products and all processed end products, in DCPS' food service. The Contractor(s) 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 CFR 250.52. Upon termination of the contract, the Contractor(s) shall return all unused USDA donated ground beef and ground pork end products and, at DCPS' discretion, other USDA donated foods.

C.3.20.14

Contractor(s) assures DCPS that the procurement of processed end products on behalf of DCPS, as applicable, shall comply with 7 CFR Part 250 and with provisions of DCPS processing agreements, if any. The Contractor(s) shall disclose to DCPS the value of USDA donated foods contained in such end products at the processing agreement value. The Contractor(s) shall not itself enter into a processing agreement with a processor without DCPS' written authorization to do so.

C.3.20.15

Contractor(s) and DCPS shall maintain records relating to the use of USDA donated foods, in accordance with 7 CFR Part 250.54.

C.3.20.16

Contractor(s) shall provide DCPS with a copy of the quarterly Recipient Entitlement Balance Report from OSSE. The values are to be based on the values at the point DCPS receives the commodities from the State Distributing Agency (OSSE) 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.3.20.17

The State Distributing Agency, SA, DCPS, USDA, or their duly authorized representatives, shall perform onsite reviews of the Contractor(s)'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.3.20.18

Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA donated foods.

C.3.20.19

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.3.20.20

Contractor(s) 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.3.20.21

Contractor(s) shall account for all USDA donated foods separately from purchased foods. The Contractor(s) 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(s) to maintain the required records under the contract shall be considered prima facie evidence of improper distribution or loss of USDA donated foods. Further, Contractor(s) 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.3.20.22

DCPS shall enter into federal commodity food coop 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.3.20.23

In the event a Contractor(s) has not fully utilized the commodities by the end of the school year the Contractor(s) may carry the balance over to next school year provided that a contract with the school is in effect for the next school year or in the process of renewal. The Contractor(s) must credit Food Services for the value of unused USDA food by the end of the school year in which the USDA Foods were received. If the contract is not renewed, the Contractor(s) will, at the State Agency's discretion, pay the value of the remaining commodities or return the unopened cases for the benefit of the school. However, the Contractor(s) cannot pay the OSSE for any unused beef, pork, or processed products, but instead must return these to the OSSE.

C.3.21

FOOD WASTE

C.3.21.1

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.3.22

PROGRAMS

Contractor(s) shall execute and staff appropriately for all special programs and meal service models produced to the fullest extent possible on-site. Meal service models are inclusive of: Breakfast (CLIN ending in 001) in a traditional school line service as well as the alternative models of Breakfast in Classroom and Grab and Go; Cafeteria Lunch (CLIN ending in 002), Early Childhood Family Style Lunch (CLIN ending in 003); Afterschool Supper (CLIN ending in 004); Afterschool Snack (CLIN ending in 005); Summer Food Service, Breakfast (CLIN ending in 006); Summer Food Service Lunch (CLIN ending in 007), Adult Meals Breakfast (CLIN ending in 008); and, Adult Meals Lunch (CLIN ending in 009), as well as the cost-reimbursable component of the Fresh Fruit and Vegetable Program (FFVP) (delineated in C.3.22.9). Contractor(s) shall ensure program continuity year over year and identify and implement program best practices.

C.3.22.1

BREAKFAST

Breakfast shall be provided in accordance with the USDA School Breakfast Program (SBP) as referenced in USDA 7 CFR Parts 210 and 220, and in section C.4 item 12. Breakfast may be executed in a traditional school line service, or as an alternative service such as breakfast in the classroom, grab and go or

extended breakfast as required by DCPS and identified by each school in the OFNS school site profiles in section C.4 item 9. Traditional breakfast service, breakfast in the classroom and grab and go breakfast shall be priced as a single firm fixed unit price and will correspond to CLIN's ending in 001 in the table found in section B.6.4.

C.3.22.2

BREAKFAST IN THE CLASSROOM

C.3.22.2.1

DCPS shall provide each breakfast in the classroom school with supplemental sanitation supplies such as wipes and hand sanitizer at the start of the school year based on participation volume.

C.3.22.2.2

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

C.3.22.2.3

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

C.3.22.2.4

Contractor(s) 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.3.22.2.5

The Contractor(s) shall provide a simple set of instructions for each classroom participating in the Breakfast in the Classroom program on the required method of distribution of food and accounting for meals each day with the meals being sent to the classrooms.

C.3.22.2.6

Contractor(s) shall observe their Breakfast in the Classroom programs at least once per month and shall make process improvements accordingly.

C.3.22.2.7

Contractor(s) shall instruct school-based staff on how to communicate Breakfast in the Classroom requirements to teachers, aides, or other program facilitators.

C.3.22.2.8

Contractor(s) shall create a breakfast in the classroom menu and shall include foods that will be consistent with food safety standards throughout the service period, are easily portable, require little to no assembly in the classroom, and limit mess.

C.3.22.2.9

Contractor(s) shall prepare and individually package each meal component as necessary. Hot components and cold components shall be packed in separate bags. Insulated bags shall be packed by homeroom. Accountability rosters shall be printed per classroom and packed with the breakfast bags.

C.3.22.2.10

Contractor(s) 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(s) shall speak to the school administration and alert DCPS of the issue.

C.3.22.3

GRAB AND GO BREAKFAST & EXTENDED BREAKFAST

C.3.22.3.1

DCPS shall provide Contractor(s) with portable kiosks to facilitate the program in schools where breakfast is served outside of the cafeteria.

C.3.22.3.2

DCPS shall collaborate 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.3.22.3.3

DCPS staff shall liaise, provide resources to, and train school personnel when necessary to initiate a grab and go breakfast program.

C.3.22.3.4

DCPS shall conduct Grab and Go outreach and marketing when necessary and shall be supported by the Contractor(s).

C.3.22.3.5

Contractor(s) 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.3.22.3.6

Contractor(s) shall create a grab and go breakfast menu and shall include at least three hot items per week.

C.3.22.3.7

Contractor(s) 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(s) sees fit.

C.3.22.3.8

The kiosk shall be staffed throughout the breakfast period and shall be restocked as needed.

C.3.22.3.9

Contractor(s) staff shall account for all students taking breakfast from the kiosk through portable point of sale machines (provided by DCPS) or through accountability rosters.

C.3.22.3.10

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.3.22.4

CAFETERIA LUNCH & A LA CARTE EQUIVALENTS

The Contractor shall serve cafeteria lunch in accordance with USDA 7 CFR Parts 210 and 220, and Section C.4 item 12. Lunch meal quantities shall correspond to CLINs ending in 002 in the table found in section B.6.4.

C.3.22.5

EARLY CHILDHOOD FAMILY STYLE LUNCH

Early Childhood Family Style Lunch shall be prepared according to the program guidelines as referenced in section C.4, Item 6, with meal patterns following the National School Lunch Program requirements. Early Childhood Family Style Lunch meal quantities shall correspond to CLINs ending in 003 in the table found in section B.6.4.

C.3.22.5.1

DCPS Office of Early Childhood shall train its staff on family style meal operations. DCPS Early Childhood staff shall serve the family style meals as prepared by the Contractor(s).

C.3.22.5.2

DCPS shall provide Contractor(s) with all serving ware, small ware, and equipment necessary to facilitate family style meals. A family style lunch "kit" of serving equipment and wares shall be available for each Early Childhood classroom.

C.3.22.5.3

Contractor(s) shall train staff on operating the family style meals program and shall include DCPS approved instructions on family style meals in an operations manual or other instrument left at the school. Training shall occur before the start of every school year and following on an as needed basis.

C.3.22.5.4

Contractor(s) shall create a family style meals menu that is developmentally appropriate and considers family style meals execution. This menu can be a simplified version of the regular lunch menu. Contractor(s) shall transport family style menu items to the classrooms portioned into pans according to class size and the age of students enrolled in the class. Serving ware, smallwares, and accountability rosters shall be transported with the meals to the classroom. All food shall be kept in insulated thermal

containers. DCPS Early Childhood staff shall return serving and transport wares to the kitchen at the conclusion of service.

C.3.22.5.5

Accountability shall be taken by the classroom teacher and shall be reported to the Contractor(s) via an accountability roster. The Contractor(s) shall input accountability data into the point of sale on the day the meal is served. Contractor(s) are responsible for reporting lost, broken, or worn out Family Style Meals equipment to OFNS.

C.3.22.6

AT-RISK STUDENT AFTERSCHOOL SUPPER

Afterschool supper, administered as part of the Child and Adult Care Food Program, referenced in Section C.4, Item 19, shall be facilitated, served and students accounted for by Food Service staff members unless specified otherwise by DCPS. Supper meal quantities shall correspond to CLINs ending in 004 in the table found in section B.6.4.

C.3.22.6.1

Meals served as part of the afterschool supper program shall conform to the same meal pattern requirements as meals served under the CACFP Program. Contractor(s) 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.3.22.6.1.1

Contractor(s) shall create an afterschool supper menu that features a variety of menu items and includes all five reimbursable meal components.

C.3.22.6.2

DCPS shall coordinate training of supper facilitators at schools which do not require a Food Service staff member, designated by DCPS.

C.3.22.6.3

DCPS Out of School Time Programs in coordination with DCPS Food Services shall ensure all facilitators are accountable for meals in the manner specified by DCPS Food Services where non-Contractor staff is needed and as applicable.

C.3.22.6.4

The Contractor(s) shall report all incidences of facilitator Non-compliance to DCPS OFNS consistent with the most current program troubleshooting escalation process.

C.3.22.6.5

DCPS supper facilitators shall keep a binder containing accountability logs in a place that is accessible to the cafeteria lead and shall inform the cafeteria lead of its location at the start of school.

C.3.22.6.6

DCPS shall report all changes in enrollment to Contractor(s) no later than a week in advance.

C.3.22.6.7

For schools that do not require a Food Service Staff member, Contractor(s) 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.3.22.6.8

Prepackaged meals shall be left in a refrigerated area that is accessible to the supper facilitator where non-Contractor staff is needed and as applicable.

C.3.22.6.9

Contractor(s) shall account for students the day following the meal by checking the accountability roster left by the facilitator in the binder.

C.3.22.7

AFTERSCHOOL SNACK

Contractor(s) shall serve a light snack after school in schools designated by DCPS and referenced in section C.4, Item 18. Snack meal quantities shall correspond to CLINs ending in 005 in the table found in section B.6.4.

C.3.22.7.1

The snack served shall include two reimbursable meal components. Contractor(s) shall create menus for snack that feature a variety of fruits and vegetables.

C.3.22.7.2

Only one snack shall be served to each student. Afterschool snack shall be accounted for using meal count sheets.

C.3.22.8

SUMMER FOOD SERVICE PROGRAM

Contractor(s) shall facilitate breakfast and lunch feeding for the Summer Food Service Program (SFSP) referenced in section C.4, Item 20, at schools with DCPS-sponsored summer academic programs as well as community-based programs. This school list is subject to change yearly. Summer Breakfast meal quantities shall correspond to CLINs ending in 006, and Summer Lunch meal quantities shall correspond to CLINs ending in 007 in the table found in section B.6.4.

C.3.22.8.1

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

C.3.22.8.2

Contractor(s) shall take accountability via DCPS-approved meal count sheets. The Contractor(s) shall support all community outreach efforts sanctioned by DCPS.

C.3.22.9

ADULT MEALS

Contractor(s) shall offer adult meals to school staff, unless providing such meals shall comprise Contractor(s)'s ability to provide meals to students. Adult Meal Breakfast is identified in CLINs ending in 008, and Adult Meal Lunch is identified in CLINs ending in 009 in the table found in section B.6.4.

Adult meal service extends to meals requested by DCPS including but not limited to PTA meetings, Back to School Nights, Parent Cabinet meetings, and engagements in which adults can impact the increase of student participation.

C.3.22.9.1

The price of an adult school staff meal shall be set by DCPS prior to the start of each school year. Prices are subject to change at DCPS' discretion.

C.3.22.9.2

The portions for adult school staff meal shall be equivalent to the serving size for a student in grades 9-12.

C.3.22.9.3

Should non-Food & Nutrition Services departments of DCPS require food service for banquets, meetings, etc., Contractor(s) 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.3.22.10

SCHOOL GARDEN PROGRAM

C.3.22.10.1

DCPS shall support schools in establishing school gardens.

C.3.22.10.2

Contractor(s) shall integrate school garden produce in school meals if the school has completed the school garden checklist and received waivers from the parents or guardians of all students.

C.3.22.10.3

Contractor(s) shall promote school gardens in coordination with DCPS and shall utilize the garden in nutrition education activities. Contractor(s) shall engage in any other activity establishing garden to cafeteria connections, which shall include working directly with or supporting a school garden coordinator as well as other community-based or DCPS contracted programs such as Food Prints. All activities shall be approved by DCPS prior to initiation.

C.3.22.11

FRESH FRUIT AND VEGETABLE PROGRAM

C.3.22.11.1

Contractor(s) shall create menus for FFVP that feature a variety of fruits and vegetables.

C.3.22.11.2

Contractor(s) shall create and distribute nutrition education materials along with the FFVP produce once a month for the duration of the program.

C.3.22.11.3

Contractor(s) shall spend up to the monthly FFVP grant allocation on operating costs. Operating costs include:

C.3.22.11.3.1

Buying fruits, vegetables, and low-fat or nonfat vegetable dipping sauce;

C.3.22.11.3.2

Buying nonfood items like napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags;

C.3.22.11.3.3

Value added services such as pre-cut produce, ready-made produce trays, and delivery charges; and

C.3.22.11.3.4

Salaries and fringe benefits for employees who do such tasks as washing and chopping produce, preparing trays, distributing produce to classrooms, setting up kiosk and cleaning up.

C.3.22.11.4

DCPS shall apply up to ten (10) percent of the total grant toward administrative costs. Administrative costs are the documented expenses incurred in planning the Program, managing paperwork, obtaining equipment, and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables.

C.3.22.11.5

Contractor(s) shall be reimbursed for FFVP operational and administrative expenses by invoicing a monthly cost reimbursement less than or equal to the total grant allocation for the applicable schools, and net of all discounts and rebates. Contractor(s) shall submit monthly program invoices with their invoice to DCPS to substantiate the cost figure.

C.3.22.11.6

Contractor(s) shall budget for FFVP prior to the start of the program and create the program schedule with school administrators. FFVP must be served per the number of days requested by each school, at minimum, twice per week. The Contractor(s) shall not change the schedule without the approved consent of the school administrators.

C.3.23

SCHOOL OPERATIONS PROTOCOL

C.3.23.1

Contractor(s) shall fulfill specific school opening and closing functions including, but not limited to:

C.3.23.2

Contractor(s) shall submit strategic plans to DCPS for closing and opening of schools. Execution of plans will be monitored and confirmed by management staff, and reported to DCPS. Plans will include but are not limited to product removal or delivery, cleaning, staffing, schedules, and food preparation.

C.3.23.3

Contractor(s) will check status of equipment in schools not operating during summer and extended breaks such as winter holiday, and report to DCPS monthly.

C.3.23.4

Contractor(s) shall staff schools for one full day prior to summer school operating upon DCPS request.

C.3.23.5

Contractor(s) shall staff school for two full days prior to the start of the school year upon DCPS request.

C.3.24

SPECIAL EVENTS

C.3.24.1

Contractor(s) shall participate in and create menu items in coordination with DCPS' annual special events. Annual special events shall include, but are not limited to:

- (a) International Food Days
- (b) Strawberries and Salad Greens Day (Spring)
- (c) Chancellor's Annual State of Schools Event (September)

C.3.24.2

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

C.3.25

MARKETING, COMMUNICATIONS, AND NUTRITION EDUCATION

C.3.25.1

DCPS shall control all messaging and marketing collateral related to the FSP. All Contractor(s) school-based marketing campaigns shall be approved by DCPS prior to implementation. The appearance of all marketing collateral materials should meet professional standards.

C.3.25.2

Contractor(s) shall comply and assist in coordinating DCPS executed marketing campaigns in schools.

C.3.25.3

All Contractor(s)-generated communications shall be approved by DCPS prior to distribution.

C.3.25.4

Contractor(s) communication with School Administrators, teachers, and other school personnel shall be professional. OFNS designated point of contact shall be copied on all communication sent by the Contractor(s) to the school principal.

C.3.25.5

Contractor(s) shall perform nutrition education activities as dictated by marketing campaigns (e.g. food tastings and chef demonstrations).

C.3.25.6

The cost of marketing, communications, and nutrition education is to be included in the Contractor(s) fixed unit price charge.

C.3.25.7

Contractor(s) is responsible for the formation and establishment of an advisory board composed of students, teacher, parents and administrative staff to assist in menu planning, taste testing, surveys, enhancement of the eating environment, program promotion, and related student-community support activities. SFA is responsible for scheduling periodic meetings with the advisory board per 7 CFR Part 210.16(a)(8).

District Standard	OFNS Daily Accountability Policy & Procedures; Guide to Daily Operations for Family Style Meals, OFNS Site Review Process; DCPS Standard Operating Procedures; The District of Columbia Municipal Regulations (DCMR Title 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; United States Department of Agriculture (USDA) 2 CFR Part 180, 2 CFR Part 200, and 7 CFR Parts 210, 220, 225, 226, 240, 245, 250, 3016.36, 7 CFR 3018.110(d), 7 CFR 3019.4, any Summer Food Service Program (SFSP) and Child Adult Care Food Program (CACFP) requirements, and Food and Nutrition Service (FNS) instructions, policies and memoranda, as applicable, in addition to all applicable state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act (HSA) of 2010, as amended, the Healthy Hunger Free Kids Act (HHFKA) of 2010, and all State Agency memorandums and requirements.

C.3.26

STAFFING

C.3.26.1

Contractor(s) shall recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The Contractor(s) shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the DCPS staff.

C.3.26.2

Contractor(s) shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of DCPS' premises, as established by DCPS and furnished in writing to the Contractor(s).

C.3.26.3

Contractor(s) shall provide DCPS with a list of its personnel policies and employee handbook.

C.3.26.4

DCPS shall provide the Contractor(s) with an initial staffing guide with minimum requirements for the start of the contract referenced in section C.4 item 6. Any decreases of school food service personnel must be approved by DCPS.

C.3.26.5

Before the Contractor(s) may provide services to DCPS, the Contractor(s) shall first offer existing management personnel an opportunity to compete for a similar position on the same terms and conditions as their current employment.

C.3.26.6

The Contractor(s) shall maintain the same minimum level of employee positions, hours, wages, and benefits the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by DCPS. The Contractor(s) shall provide the DCPS with written notice of any increases in employee positions, hours, wages, and benefits. DCPS shall review and give consent to all management/supervisory staff hired during the term of the agreement. Contractor(s) are not obligated to honor any existing collective bargaining agreements toward the fulfillment of this agreement.

C.3.26.7

Contractor(s) shall be fully staffed at all times for the effective production, distribution, and service of meals in accordance with the requirements of the contract and in accordance with the staffing schedule in each school supplied at the execution of the contract. Additionally Contractor(s) must maintain a sufficient pool of trained workers to supplement site staff as needed to account for all daily work absences and vacancies. If a school-based vacancy arises and Contractor(s) is unable to fill the position from the existing labor pool within two operating days, Contractor(s) shall utilize temporary services until a permanent food service worker (FSW) is hired. All FSW vacancies shall be filled within a two week timeframe. Contractor(s) shall promote internally whenever possible and provide opportunities for development for all FSW positions. FSW positions shall not be filled by management staff while vacant,

this pulls management staff from their regular duties. Temporary staffing must be DCPS security cleared prior to arrival at any school for work.

C.3.26.8

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, and at a minimum a second time each year, 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.3.26.9

In the event of the removal or suspension of any employee, the Contractor(s) shall immediately restructure its staff without disruption in service.

C.3.26.10

All food service personnel assigned to each school shall be instructed in basic equipment troubleshooting, and on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

C.3.26.11

The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.

C.3.26.12

The Contractor(s) shall provide daily, on-site supervisory personnel dedicated solely to DCPS, for the overall food service.

C.3.26.13

Contractor(s) shall provide a point of contact for all Information Technology concerns pertaining to any internal business needs required to fulfill its contract with DCPS.

C.3.26.14

Contractor(s) 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 shall be delivered by DCPS-approved trainers, either mobile or site-based and all training materials shall be approved by DCPS. All FSW staff shall receive training or other validation for each functional area of their employment.

C.3.26.15

Contractor(s) shall ensure that training requirements are in accordance with the Professional Standards for school nutrition professionals outlined in the Healthy, Hunger-Free Kids Act of 2010 (HHFKA), which requires a minimum amount of annual training hours for all staff.

C.3.26.15.1

Following training, all attending staff shall be given a means to provide feedback to the Contractor(s) on the training program and an opportunity to demonstrate what he/she has learned within 90 days of

completion. This feedback should be maintained along with all training materials and sign in sheets for a period of five years from the date of creation.

C.3.26.15.2

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

- (a) New recipes;
- (b) Production records;
- (c) Portion control;
- (d) Food safety;
- (e) Program updates; and
- (f) Customer service skills.

C.3.26.15.3

The Contractor(s) shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:

- (a) Collection and use of data,
- (b) Effective public notification systems,
- (c) Complaint procedures,
- (d) Compliance review techniques,
- (e) Resolution of noncompliance,
- (f) Requirements for reasonable accommodation of persons with disabilities,
- (g) Requirements for language assistance,
- (h) Conflict resolution, and
- (i) Customer service.

C.3.26.15.4

The Contractor(s) shall provide quarterly training compliance reports for all staff in accordance with USDA Professional Standards for all School Nutrition Employees.

C.3.26.16

Contractor(s) shall configure school staffing to meet the following expectations:

- (a) Wait times for any meal shall not exceed 5 minutes per student; and
- (b) The number of employees on hand shall be such as to avoid delay in service of meals to the students.

C.3.26.17

Contractor(s) shall provide DCPS with schedule of employees, positions, assigned locations, and hours to be worked, three (3) full calendar weeks prior to the commencement of operation. Schedules shall comply with DCPS requirements for staffing levels at each school and as referenced in section C.4. Item 6. Contractor(s) shall maintain their own personnel and fringe benefits policies for its employees.

C.3.26.18

All employees are expected to meet the standards for employment in DCPS and in accordance with the Hiring and Continuing Education Requirements effective July 1, 2015 per USDA Professional Standards for all School Nutrition Employees as referenced in section C.4 Item 25, including but not limited to submitting to and passing DCPS-administered background checks. Any employee who fails to pass pre-employment tests, including but not limited to, background checks, TB tests, drug tests, etc., shall be subject to immediate termination. Any employee who has not cleared the pre-employment tests shall not be allowed to work in any DCPS facility.

C.3.26.19

The Contractor(s) shall ensure that employees clear background checks on every two year anniversary following their last background check. The Contractor(s) shall keep current a schedule of background checks and schedule them with DCPS accordingly.

C.3.26.20

Contractor(s) shall ensure that employees have sufficient uniforms which comply with applicable food service regulatory requirements for health and safety including but not limited to hair restraints and slip resistant shoes, and that employees report to work daily in a clean uniform in good condition. The cost of uniforms is to be included in the Contractor(s) firm fixed unit charge.

C.3.26.21

Contractor(s) 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.3.26.22

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.

C.3.26.23

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

C.3.26.24

The Contractor(s) 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.3.26.24.1

Routine monitoring shall consist of a quality assurance Operations Site Review, as found in section C.4. Item 6.

C.3.26.24.2

Operations Site Reviews require a score of 80% to pass.

C.3.26.24.3

Operations Site Reviews that score less than 80% shall be reported immediately to DCPS. Mitigating action plan noting specific, measurable, achievable, realistic and time-bound (S.M.A.R.T.) properties are required within 48 hours of the failure.

C.3.26.24.4

Mitigating action plans of Operations Site Reviews must be completed within the parameters submitted to DCPS. Failure to submit mitigating action plans timely will result in increased oversight, i.e. site visits.

C.3.26.24.5

Failure to mitigate performance failures identified as a result of operations reviews and subsequent action plans will be deemed a deficiency of Contractual obligations and subject the Contractor(s) to Consequences of Non-Compliance in Section C.3.7 up to and including withholding of payment for service for the 30 day period where deficiency was identified.

C.3.27

POSITION SPECIFIC RESPONSIBILITIES

C.3.27.1

“Field Managers” shall be responsible for supervising of a cluster(s) group of schools. It is expected that Field Managers shall have at least three years of managing multi-unit schools, restaurants, or other food service facilities. Field Managers shall have intermediate knowledge of the MS Office suite and have intermediate general computer skills.

C.3.27.2

Field Managers shall visit each cluster(s) a minimum of two times per week. The Contractor(s) 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.3.27.3

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 during the Manager’s absence. 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

- (a) Perform accountability checks;
- (b) Fill staffing vacancies and provide substitute employees to cover work absences;
- (c) Perform staff evaluations;
- (d) Complete required Site Reviews at each school under their supervision and in accordance with OFNS requirements;

- (e) Ensure product quality;
- (f) Ensure staff are trained on and follow all recipes;
- (g) Ensure that all food is served at proper temperature, proper portions are served and proper presentation is met;
- (h) Ensure that line service is fast and friendly and that counting procedures are followed resulting in accurate claims;
- (i) Assist and coordinate food quality surveys and tastings as specified by DCPS;
- (j) Ensure appropriate customer service policies are being followed;
- (k) Maintain open lines of communication with school Principals and Administration and update them on all personal changes, menu changes and operational issues; and
- (l) Respond to all requests and address all concerns in a timely manner.

Contractor(s) are to ensure that proper accountability measures are performed, monitored and recorded daily at all school feeding sites as specified by USDA Standards and OSSE;

Failure to properly account for, or make corrections to, schools found in violation by SFA, OSSE or USDA can result in loss of reimbursement funds to DCPS as specified under USDA guidelines;

If the Contractor(s) fails to use proper accountability procedures, Contractor(s) can be required to pay for these losses via a line item credit to the subsequent month's invoice to DCPS; and failure to institute corrective measures in schools found in violation shall be considered a violation of the terms of this agreement and shall result in termination of the Contractor(s).

C.4

APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date	Location
1	Internal Policy	OFNS Daily Accountability Policy & Procedures	5/27/14	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
2	Internal Policy	Operations Review Explained	2/12/15	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
3	Internal Policy	OFNS/Contractor Site Review Protocol	12/3/15	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
4	Internal	Operations Site	2/6/15	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ



	Policy	Review		aQvgHbmU0cURyS19QajQ
5	Internal Policy	OFNS Program Assistance Request Process	9/29/14	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
6	Internal Policy	Guide to Daily Operations for Family Style Meals	9/18/15	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
7	Internal Policy	New Item/Taste Test Review	2015	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
8	Internal Policy	Medical Statement to Request Dietary Accommodations, Philosophical or Religious Dietary Request Form, Fluid Milk Substitution Request Form	2015	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
9	DCPS Reference	OFNS School Site Profiles	2015	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
10	DCPS Reference	OFNS Staffing Matrix	2015	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
11	Regulation	DC Healthy Schools Act, as Amended	8/5/11	http://dchealthyschools.org/wordpress/wp-content/uploads/2011/11/Healthy-Schools-Act-as-Amended-20110810.pdf
12	USDA Guidance	Department of Agriculture Food and Nutrition Service 7 CFR Parts 210 and 220		http://www.fns.usda.gov/sites/default/files/01-26-12_CND.pdf
13	USDA Guidance	Healthy Hunger-Free Kids Act of 2010	1/26/12	http://www.fns.usda.gov/school-meals/healthy-hunger-free-kids-act
14	USDA Guidance	Procurement Questions Related to the Buy American Provision	2/13/12	http://www.fns.usda.gov/sites/default/files/S14-2012os.pdf
15	USDA	Provision 2 Guidance	8/13/02	http://www.fns.usda.gov/sites/default/files/

	Guidance			Prov2Guidance.pdf
16	USDA Guidance	FFVP Handbook	Dec-10	http://www.fns.usda.gov/sites/default/files/handbook.pdf
17	USDA Guidance	Offer vs. Serve	2015	http://www.fns.usda.gov/sites/default/files/P57-2014a.pdf
18	USDA Guidance	Afterschool Snack Fact Sheet	9/21/13	http://www.fns.usda.gov/sites/default/files/AfterschoolFactSheet.pdf
19	USDA Guidance	At-Risk Afterschool Handbook	Jun-15	http://www.fns.usda.gov/sites/default/files/atriskhandbook.pdf
20	USDA Guidance	Summer Food Service Program Site Supervisor's Guide	2015	http://www.fns.usda.gov/sites/default/files/SiteSupervsGuide.pdf
21	USDA Guidance	Accommodating Children with Special Dietary Needs in the School Nutrition Programs	9/5/13	http://www.fns.usda.gov/sites/default/files/special_dietary_needs.pdf
22	DCPS Reference	DC Invoice Template	7/7/05	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
23	Proposal Checklist	DCPS School Proposal Checklist	2/15/12	https://drive.google.com/open?id=0Bz25mISaQvgHbmU0cURyS19QajQ
24	Teamsters Local 639	Collective Bargaining Agreement Between Chartwells School Service Division/Thompson Hospitality and Teamsters Local 639	10/1/13 thru 9/30/16	http://www.fns.usda.gov/sites/default/files/special_dietary_needs.pdf

C.5

DCPS RESPONSIBILITIES AND OBLIGATIONS

The DCPS Contract Administrator shall monitor the performance of the Contractor(s) and ensure adherence to the following:

C.5.1

DCPS shall retain control of the quality, extent, and general nature of its Food Service Program per 7 CFR 210.16(a)(4).

C.5.2

DCPS will make the final determination of the opening, closing, and operating dates of all sites.

C.5.3

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 reporting all repairs to the cooking equipment, temperature controlled holding equipment and the physical plant immediately upon discovery.

C.5.4

DCPS shall monitor the food service through routine on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the Contractor(s) of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.

C.5.5

DCPS shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the District of Columbia and the United States Department of Agriculture.

C.5.6

DCPS shall inform the Contractor(s) of any adjustments to menus and monitor implementation of adjustments.

C.5.7

DCPS shall approve all a la carte items and the prices charged for those items in advance of sale by the Contractor(s).

C.5.8

DCPS shall establish internal controls which ensure the accuracy of meal counts prior to the submission of each *Monthly Claim for Reimbursement* including:

C.5.8.1

On-site reviews of the meal counting and claiming system,

C.5.8.2

Reviews of meal count data for each site, and

C.5.8.3

Edit checks of meal count data against the product of the eligibility data times and attendance factor.

C.5.9

DCPS shall ensure USDA Foods received for use by DCPS are made available to the Contractor(s) and utilized within the specified Term of the contract in the food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 CFR Part 250.

C.5.10

Contractor(s) shall maintain and post, in a publicly visible location, all reports on the most recent food safety inspection, and provide a copy of the food safety inspection reports to a member of the public upon request.

C.5.11

DCPS shall provide the Contractor(s) with telephone and data service within the DCPS facilities.

C.5.12

DCPS shall provide the Contractor(s) with an initial inventory of necessary on-site equipment for the fulfillment of the contract. Contractor(s) shall be responsible for ensuring equipment has been identified to be adequately repaired or reported to DCPS as in need of repair prior to the execution. Equipment that requires repair must be communicated to Food & Nutrition Services immediately upon discovery. The Contractor(s) will be responsible for any necessary equipment for the off site preparation and/or transportation of the meals.

C.5.13

DCPS shall notify the Contractor(s) as soon as possible of any interruption in utility service of which it has knowledge.

C.5.14

DCPS shall notify the Contractor(s) 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.5.15

DCPS shall retain final menu and product approval authority for all schools, including those intended for the start of the contract. DCPS shall inform the Contractor(s) if/when products or recipes are not approved.

C.5.16

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.5.17

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 the contract; however; should the Contractor(s) provide such service for DCPS schools or other DCPS programs they shall ensure the receipt of a valid purchase order prior to rendering services.

C.5.18

DCPS shall approve all selling prices, including price adjustments, for all reimbursable and adult meals/milk and a la carte sales (including adult meals, contract meals, and catering) prices. (Exception: The non-pricing programs of breakfast, snack, supper, and FFVP need not establish a selling price for reimbursable meals or food items.)

C.5.19

If applicable, DCPS shall retain the right to add specialty meal programs which it shall procure through a competitive procurement process and shall result in an amendment to the contract.

C.5.20

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.5.21

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(s) shall not be responsible for the free and reduced meal application process.

C.5.22

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.5.23

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.

C.5.24

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.5.25

DCPS shall not disclose confidential information to the Contractor(s) that is not needed for meal counts from free and reduced price meal application and/or the direct certification list, if used, as required under 7 CFR 210.16(a), the Children's Online Privacy Protection Act (COPPA), or the Family Educational Rights and Protection Act (FERPA).

C.5.26

At its discretion, during the course of this agreement DCPS shall certify schools under Provision 2 and/or Community Eligibility and/or return certified schools to standard operating procedure.

C.5.27

Any information transmitted through OSSE to DCPS impacting contractual services shall be disseminated to the Contractor(s) through DCPS.

C.5.28

DCPS' internal controls shall include regular site visits to ensure compliance with all program regulations, product requirements, and service expectations, 7 CFR 210.16(a)(2) and 210.16(a)(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 OSSE, they shall follow a program review timeframe as determined by the OSSE. Review findings and any requests for corrective action from these site visits shall be transmitted to the Contractor(s) in a timely manner.

C.5.29

DCPS shall be responsible for ensuring the resolution of OSSE 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.5.30

DCPS school custodial and maintenance staff shall be responsible for cleaning cafeteria floors, maintaining kitchen bathroom facilities, disposing of all refuse, and ordering pest control visits.

C.5.31

DCPS shall establish an advisory board composed of parents, teachers, and students to assist in menu planning.

C.6

CONTRACTOR DELIVERABLES

C.6.1

The Contractor(s) shall adhere to all deliverables as outlined in section F.3.

SECTION D: PACKAGING AND MARKING

D.1

The packaging and marking requirements for the 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 the contract shall be governed by clause number (6), Inspection of Service of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1).

E.1.1

Inspection of Facility

E.1.1.1

The District, the State Agency, and the US Department of Agriculture reserve the right to inspect the Contractor(s)'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)'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(s) shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals served by other establishments in the locality.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1

TERM OF CONTRACT

The term of the contract(s) shall be for a period of one year. The start date of the contract(s) is anticipated to be in the summer of 2016. The exact date will be determined upon award of the contract.

F.1.1

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

F.2

OPTION TO EXTEND THE TERM OF THE CONTRACT:

F.2.1

The District may extend the term of the contract(s) for a period of four (4) one-year option periods, or successive fractions thereof, by providing written notice to the Contractor(s) before the expiration of the contract; provided that the District will give the Contractor(s) preliminary written notice of its intent to extend at least one hundred and twenty (120) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor(s) may waive the one hundred and twenty (120) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2

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

F.2.2.1

If multiple Contracts are awarded, the District retains the right to reassign individual schools among other Contractor(s) at the conclusion of each contract term based on Contractor performance, substantive feedback from stakeholders as described in C.1.4.1.1, and/or facility updates such as modernizations, closures, consolidations, or new schools, to better serve the schools and students. This reassignment will be effectuated through a contract modification.

F.2.3

Pricing for the option period(s) shall be as specified in the Section B of the contract.

F.2.4

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

F.3

DELIVERABLES

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

Item No.	Deliverable (Section)	Frequency	Format/Method of Delivery	Due Date
1	Initial 21 day cycle menu submittal (C.3.17.4)	Upon any edit	Electronically	Menus must be submitted 60 days prior to service each year.



2	Recipe Book (C.3.18.3)	Initially and upon any edit	Electronically and Hard Copy	30 days prior to start of service each school year
3	Product Labels (C.3.18.1)	As Needed	Electronically	30 days prior to start of service each school year
4	Tasting of any menu items (C.3.18.1)	Monthly	Electronically	60 days prior to serving
5	Proposed Monthly Menus/Proof of Compliance with menu planning regulations (C.3.18.1)	Monthly	Electronically	5 business days prior to service
6	Final Menus and Nutrition Information, Meal Ingredients and Food Origin Reports (C.3.18.1)	Monthly	Hard Copies to all Schools	5 business days prior to service
7	Final Menus (C.3.18.13)	Monthly	Hard Copy and Electronically	Prior to the Tenth day of the following Month
8	Invoice Submittals (G.2)	As Needed	Electronically	Immediately Upon Receipt Submit
9	DOH Violations (C.3.6.3)	Daily	Hard Copy and Electronically	Daily Weekly Monthly
10	Reconciliation of Meals Served (C.3.5)	As Requested	Electronically	As Requested
11	Proof of Compliance with Healthy Schools Act (C.3.2.2)	As Needed	Electronically	Immediately to DCPS upon Discovery
12	Food Recalls (C.3.16.5)	As Needed	Electronically	Immediately to DCPS upon Discovery
13	Any incidents requiring closure or non-service	Monthly	Hard Copy and	For Approval to DCPS prior to



	(C.3.6.2)		Electronically	execution
14	Marketing and promotions campaigns (C.3.25)	Monthly	Hard Copy and Electronically	Monthly to DCPS
15	Accounting for USDA commodities utilized (C.3.20)	As Needed	Hard Copy and Electronically	Immediately in writing to DCPS
16	Equipment repair needs (C.3.12.4)	Annually	Hard Copy and Electronically	60 days prior to start of service each school year

F.3.1

The Contractor(s) 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(s) does not submit the report as part of the deliverables, final payment to the Contractor(s) 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(s), upon the submission of proper invoices, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the contract. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract as per 7 CFR 210.21(f)(1)(v).

G.1.2

The District will pay the Contractor(s) on or before the 30th day after receipt of a proper invoice submission from the Contractor(s).

G.1.3

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

G.2

INVOICE SUBMITTAL

G.2.1

Contractor(s) shall submit all invoices to their assigned DCPS contract administrator for review, in the standard OFNS format and template referenced in section C.4, item 22. Contractor(s) has up to the 10th day of the following month to submit invoices for the previous month. Any submission after the 10th 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 the entire invoices or portions of it. Any unauthorized purchases that are included on the invoices shall not be paid and Contractor(s) shall be expected to revise that invoice, making sure that the disputed item or items is or are removed or excluded from the revised invoice. Payment shall be made within 30 days of DCPS submitting the invoice to DC OCFO for payment.

The address of the contract administrator is:

Robert Jaber, Director
Food & Nutrition Services
Office of the Chief Operating Officer
1200 First Street, NE, 11th Floor
Washington, DC 20002
Robert.Jaber@dc.gov

G.2.2

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), credit for USDA Foods used, any discounts, rebates, or credits due to the District, credits for unallowable meals, fiscal action, or non-compliance, and any other adjustments required.

G.2.3

To constitute a proper invoice, the Contractor(s) shall submit the following information on the invoice:

G.2.3.1

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

G.2.3.2

Contract number and invoice number;

G.2.3.3

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

G.2.3.4

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

G.2.3.5

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

G.2.3.6

Name, title, phone number of person preparing the invoice;

G.2.3.7

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.2.3.8

Authorized signature.

G.2.4

The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department per 7 CFR Part 210.21(f)(1)(vi).

G.2.5

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), credit for USDA Foods used, any discounts, rebates, or credits due to the District, credits for unallowable meals, fiscal action, or liquidated damages, and any other adjustments required.

G.2.6

In addition to the monthly invoice, by the tenth of each month the Contractor(s) shall submit to DCPS:

G.2.6.1

A monthly breakdown of all food and disposable expenditures;

G.2.6.2

Any accessory materials that support or provide backup for the invoice submission with respect to allowable expenses, the reimbursable expenses, and/or any expenses billed to the DCPS. These accessory materials shall include, but are not limited to, invoices, bills, receipts, rebate or refund invoices, cash reconciliation documents, etc.;

G.2.6.3

If Contractor(s) has an approved subcontracting plan under the contract, the Contractor(s) shall submit to the Contracting Officer, no later than the 21st of each month following execution of the contract, a subcontracting compliance report to verify its compliance with the subcontracting requirements for the preceding month. The report should contain:

G.2.6.3.1

The dollar amount of the procurement;

G.2.6.3.2

A brief description of goods procured or services rendered;

G.2.6.3.3

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.2.7

Contractor(s) shall follow invoicing instructions outlined above. Contractor(s) shall be paid after invoices have been properly submitted, reviewed and approved by DCPS.

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(s) until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor(s)'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 the contract shall be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of the contract.

G.4.2

All delivery orders or task orders are subject to the terms and conditions of the contract. In the event of a conflict between a delivery order or task order and the 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(s) may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of the contract.

G.5.2

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

G.5.3

Notwithstanding an assignment of contract payments, the Contractor(s), 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 CONTRACTOR(S)

G.6.1.1

The District will pay interest penalties on amounts due to the Contractor(s) 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 3rd day after the required payment date for meat or a meat product;
- (b) The 5th day after the required payment date for an agricultural commodity; or
- (c) The 15th day after the required payment date for any other item.

G.6.1.2

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 SUBCONTRACTOR(S)

G.6.2.1

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

- (a) Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
- (b) Notify the District and the subcontractor(s), in writing, of the Contractor(s)'s intention to withhold all or part of the subcontractor(s)'s payment and state the reason for the nonpayment.

G.6.2.2

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

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

G.6.2.3

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

G.6.2.4

A dispute between the Contractor(s) and subcontractor(s) relating to the amounts or entitlement of a subcontractor(s) 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(s) shall include in each subcontract under the contract a provision requiring the subcontractor(s) to include in its contract with any lower-tier subcontractor(s) 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:

Ms. Glorious Bazemore, Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: glorious.bazemore@dc.gov

Contract Specialist:
Gwendolyn Walters, Senior Contract Specialist
Office of Contracts and Acquisitions

District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: gwendolyn.walters@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 the contract, notwithstanding provisions contained elsewhere in the Contract.

G.8.2

The Contractor(s) shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the CO, or pursuant to specific authority otherwise included as part of the Contract.

G.8.3

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

G.9

CONTRACT ADMINISTRATOR (CA)

G.9.1

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

G.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(s) personnel, if applicable;

G.9.1.3

Reviewing invoices for completed work and recommending approval by the CO if the Contractor(s)'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, and equipment) and invoice or vouchers.

G.9.2

The address and telephone number of the CA is:

Robert Jaber, Director
Food & Nutrition Services
Office of the Chief Operating Officer
1200 First Street, NE, 11th Floor
Washington, DC (20002)
(202) 442-6133
Robert.Jaber@dc.gov

G.9.3

The CA 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(s);

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1

HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1

For all new employment resulting from the contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor(s) 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(s) shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of the contract. The DOES shall be the Contractor(s)'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(s) shall be bound by the Wage Determination No. : 2005-2103, Revision No.: 16, dated 07/08/2015 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor(s) shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the District of Columbia Standard Contract Provisions dated March 2007 (SCP). If an option is exercised, the Contractor(s) shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor(s) may be entitled to an equitable adjustment.

H.2.1

DISPLACED WORKERS ACT

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

H.3

PUBLICITY

Contractor shall not use the logo of DCPS, the District government or any District agency in any way without first obtaining approval from the CA. In addition, Contractor shall not use the name of DCPS, the District government or any District agency in any statement, promotional materials (including on Contractor's web site) or in any published materials in a manner which states or implies support for or an endorsement of Contractor by DCPS. The Contractor(s) shall at all times obtain the prior written approval from the CA before it, any of its officers, agents, employees or subcontractor(s)s, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under the contract.

H.4

FREEDOM OF INFORMATION ACT

H.4.1

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

H.5

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

H.5.1

The Contractor(s) 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"). Respondents should review the requirements of this law to determine their specific compliance obligations.

H.5.2

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

H.5.2.1

The first source for finding employees to fill all jobs created in order to perform the 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(s) shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

H.5.3.1

Number of employees needed;

H.5.3.2

Number of current employees transferred;

H.5.3.3

Number of new job openings created;

H.5.3.4

Number of job openings listed with DOES;

H.5.3.5

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

H.5.3.6

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

H.5.3.6.1

Name;

H.5.3.6.2

Social security number;

H.5.3.6.3

Job title;

H.5.3.6.4

Hire date;

H.5.3.6.5

Residence; and

H.5.3.6.6

Referral source for all new hires.

H.5.4

If the contract amount is equal to or greater than \$100,000, the Contractor(s) 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)'s final request for payment from the District, the Contractor(s) 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(s);

H.5.6.2

The Contractor(s) 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(s) 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(s) 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(s) is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8

Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor(s) shall make payment to DOES. The Contractor(s) may appeal to the D.C. Contract Appeals Board as provided in the 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(s) and any of its subcontractor(s) shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7

AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

H.7.1

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

H.8

WAY TO WORK AMENDMENT ACT OF 2006

H.8.1

Except as described in H.8.8 below, the Contractor(s) shall comply with Title I of the Way to Work Amendment Act of 2006, effective January 1, 2016 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*

("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period. The living wage rate has been adjusted to \$13.84 per hour, effective as of January 1, 2016.

H.8.2

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

H.8.3

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

H.8.4

The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5

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

H.8.6

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

H.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 imminent 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(s) from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9

SUBCONTRACTING REQUIREMENTS - RESERVED

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

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

H.10.3

Cost or pricing data. If the Contractor(s) has been required to submit cost or pricing data in connection with any pricing action relating to the 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)'s records, including computations and projections, related to:

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

H.10.3.1

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)'s directly pertinent records involving transactions related to the contract or a subcontract hereunder.

H.10.4.2

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

H.10.5

REPORTS

If the Contractor(s) 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)'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(s) 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 the contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of the contract. In addition:

H.10.6.1

If the contract is completely or partially terminated, the Contractor(s) 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(s) shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the contract until such appeals, litigation, or claims are finally resolved.

H.10.7

The Contractor(s) shall insert a clause containing all the terms of this clause, including this section H.10.7, in all subcontracts under the 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(s) to furnish reports as discussed in H.10.4 of this clause.

H.11

CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTOR(S)
THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.11.1

A Contractor(s) 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(s) shall request criminal background checks for all employees that will have access to DCPS students.

H.11.2

The Contractor(s) shall request criminal background checks for all employees that will have access to DCPS students unless exempted by 27 DCMR 500.3.

H.11.3

The Contractor(s) 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.

H.11.4

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

H.11.5

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

H.11.6

The Contractor(s) shall obtain from each applicant, employee and unsupervised volunteer:

- (a) a written authorization which authorizes the District to conduct a criminal background check;
- (b) a written confirmation stating that the Contractor(s) has informed him or her that the District is authorized to conduct a criminal background check;
- (c) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses



in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- (1) Murder, attempted murder, manslaughter, or arson;
 - (2) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (3) Burglary;
 - (4) Robbery;
 - (5) Kidnapping;
 - (6) Illegal use or possession of a firearm;
 - (7) 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;
 - (8) Child abuse or cruelty to children; or
 - (9) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (d) a written acknowledgement stating that the Contractor(s) has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (e) a written acknowledgement stating that the Contractor(s) 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.11.7

The Contractor(s) shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties. An applicant for employment or a volunteer position with a private entity who provides false information in the course of applying for the position shall be subject to prosecution pursuant to section 404 of the District of Columbia Theft and White Collar Crimes Act of 1982 (D.C. Law 4-164; D.C. Official Code § 22-2405), and, upon conviction, shall be fined not more than \$1,000 or imprisoned for not more than 180 days, or both.

H.11.8

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

- (a) To authorize the Metropolitan Police Department (MPD), or other entity as appropriate, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor(s) is authorized and required to conduct a criminal background check;
- (b) 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.12.5(C);

- (c) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (d) To acknowledge that the Contractor may choose to deny the applicant employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (e) 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.11.9

The Contractor(s) 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.11.10

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

H.11.11

Unless otherwise provided in the Contract, the Contractor(s) 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.11.12

The Contractor(s) shall provide copies of all criminal background and traffic check reports to the Office of Contracts and Acquisitions (OCA) within one business day of receipt.

H.11.13

The Contractor(s) 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.11.14

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

H.11.15

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

H.11.16

The Contractor(s) 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.11.17

The Contractor(s) shall conduct periodic criminal background checks as specified in the contract for current employees and unsupervised volunteers. Contracts shall also conduct criminal background checks upon the exercise of each option year of the contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.

H.11.18

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

H.11.19

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

The CA shall be solely responsible for assessing the information obtained from each traffic records check to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor(s) whether an offer may be made to each applicant.

H.11.20

If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor(s) 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.11.21

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(s) shall not release or otherwise disclose the reports to any person, except as directed by the CO, or as provided in Title 27 of the D.C.M.R., Chapter 27-5, Section 505

H.11.23

Compliance with 7 CFR §3018.110 Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A sub grant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either Subpart B or C.

H.11.24

INSURANCE REQUIREMENTS

Contractor(s) to provide evidence of current insurance coverage. If awarded the contract, and Contractor(s)'s current coverage does not meet the requirements stated in Section I.8, Contractor(s) shall identify gaps in insurance and provide list of proposed specific coverages to address these gaps upon award.

H.11.25

In addition to other contractual provisions required by the District, the contract(s) related to this solicitation must address the following provisions from 2 CFR Part 200 Appendix II:

H.25.1

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H.25.2

Byrd Anti-Lobbying Amendment

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

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 (Attachment J.1) are incorporated as part of the contract resulting from

this solicitation.

I.2

CONTRACTS THAT CROSS FISCAL YEARS

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

I.3

CONFIDENTIALITY OF INFORMATION

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

I.3.1

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence in accordance with the District and federal laws governing the confidentiality of records and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation.

I.3.2

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

I.4

TIME

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

I.5

RIGHTS IN DATA

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 the contract shall be the sole property of the District. The Contractor(s) hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor(s) for the District under the 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(s) hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor(s) 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(s) agrees not to assert any rights in common law or in equity in such data. The Contractor(s) 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 the 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(s) with the following legend:
RESTRICTED RIGHTS LEGEND
Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor(s)'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(s) 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(s) 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(s) 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(s), in any work of authorship prepared for or acquired by the District under the contract. Unless written approval of the Contracting Officer is obtained, the Contractor(s) shall not include in technical data or computer software prepared for or acquired by the District under the contract any works of authorship in which copyright is not owned by the Contractor(s) 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(s) under the contract, the Contractor(s) 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)'s rights in that subcontractor(s) 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(s) 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(s), either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if Contractor(s) 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 the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11

The Contractor(s) 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 the contract, or (ii) based upon any data furnished under the 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(s) by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor(s) at the time of delivery of such work.

I.6

OTHER CONTRACTORS

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

I.7

SUBCONTRACTS

The Contractor(s) hereunder shall not subcontract any of the Contractor(s)'s work or services to any subcontractor(s) 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(s). Any such subcontract shall specify that the Contractor(s) and the subcontractor(s) shall be subject to every provision of the contract.

Notwithstanding any such subcontract approved by the District, the Contractor(s) shall remain liable to the District for all Contractor(s)'s work and services required hereunder.

I.8

INSURANCE

I.8.1

GENERAL REQUIREMENTS

The Contractor(s) shall procure and maintain, during the entire period of performance under the contract, the types of insurance specified below. The Contractor(s) 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 the 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(s) shall require all of its subcontractor(s) to carry the same insurance required herein. The Contractor(s) 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(s) shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor(s) 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 Contractor(s)s. 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(s) shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under the contract.

I.8.1.2

AUTOMOBILE LIABILITY INSURANCE

The Contractor(s) shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the 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(s) 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(s) 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(s) shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.

I.8.1.6

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

I.8.1.7

CRIME INSURANCE (3RD PARTY INDEMNITY)

The Contractor(s) shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor(s)'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(s) shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

I.8.1.9

EMPLOYMENT PRACTICES LIABILITY

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

I.8.2

DURATION

The Contractor(s) 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 the 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 THE CONTRACT.

I.8.4

CONTRACTOR'S PROPERTY

Contractor(s) and subcontractor(s) 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(s) shall include all of the costs of insurance and bonds in the contract price.

I.8.6

NOTIFICATION

The Contractor(s) shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.8.7

CERTIFICATES OF INSURANCE

The Contractor(s) 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, 9th Floor
Washington, DC 20002
(202) 442-5128
Glorious.Bazemore@dc.gov

I.8.8

DISCLOSURE OF INFORMATION

The Contractor(s) 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(s), its agents, employees, servants or subcontractor(s) in the performance of the 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 Contractor(s) who has not satisfied the equal employment requirements.

I.10

ORDER OF PRECEDENCE

I.10.1

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

I.10.1.2

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

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

I.11

CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12

GOVERNING LAW

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

I.13

CONTINUITY OF SERVICES

I.13.1

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

I.13.1.1

Furnish phase-out, phase-in (transition) training; and

I.13.1.2

Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.13.2

The Contractor(s) shall, upon the CO's written notice:

I.13.2.1

Furnish phase-in, phase-out services for up to 90 days after the contract expires and

I.13.2.2

Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

I.13.3

The Contractor(s) shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the contract are maintained at the required level of proficiency.

I.13.4

The Contractor(s) shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by the contract. The Contractor(s) also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor(s) shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.13.5

Only in accordance with a modification issued by the Contracting Officer, the Contractor(s) shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the contract.

I.14

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

I.15

The Contractor(s) certifies as follows:

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

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

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

I.16

The Contractor(s) shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of

1073; the Age Discrimination Act of 1975; title 7 CFR Part 15, 15a and 15b; the Americans with Disabilities Act; the FNS instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

I.17

DISPUTES

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

- (a) Claims by the Contractor against the District: Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
 - (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (A) A description of the claim and the amount in dispute;
 - (B) Data or other information in support of the claim;
 - (C) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (D) The Contractor's request for relief or other action by the CO.
 - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - (4) The CO's written decision shall do the following:
 - (A) Provide a description of the claim or dispute;
 - (B) Refer to the pertinent contract terms;
 - (C) State the factual areas of agreement and disagreement;
 - (D) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (E) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (F) Indicate that the written document is the CO's final decision; and
 - (G) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.



- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2 360.04.
 - (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (A) Provide a description of the claim or dispute;
 - (B) Refer to the pertinent contract terms;
 - (C) State the factual areas of agreement and disagreement;
 - (D) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (E) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (F) Indicate that the written document is the CO's final decision; and
 - (G) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at http://ocp.dc.gov/publication/standard-contract-provisions-march-2007
J.2	U.S. Department of Labor Wage Determination Wage Determination No.: 2005-2103, Revision No.: 16, Date Of Revision: dated 7/8/15 (Attachment J.2)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 (Attachment J.3)
J.4	Department of Employment Services First Source Employment Agreement (Attachment J.4)
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice (2016) (Attachment J.5)
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2016) (Attachment J.6)
J.7	Tax Certification Affidavit (Attachment J.7)



J.8	Cost/Price Certification and Data Package (Attachment J.8)
J.9	Past Performance Evaluation (Attachment J.9)
J.10	Bidder/Offerror Certification form (Attachment J.10)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTOR(S)

K.1

The Contractor shall complete the Bidder/Offerror Certification as described in Section J.10.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTOR(S)

L.1

PRE-PROPOSAL CONFERENCE

A pre-proposal conference originally scheduled for December 18 will now be held **at 9:00am on December 21, 2015**. All contractors are welcome to attend either in person or via conference call.

District of Columbia Public Schools
1200 First Street, N.E., Room 1012A
Washington, DC 20002
Call-in Number: 605.477.2100
Participant Access Code: 212294#

Prospective Contractor(s) will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structure and formal opportunity for the District to accept questions from Contractor(s) on the solicitation document as well as to clarify the contents of the solicitation. Attending Contractor(s) must complete the pre-proposal conference attendance roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent DCPS' final position. Written questions can be submitted at the pre-

proposal conference on December 21, 2015. All questions must be submitted to the Contracting Officer in writing following the close of the pre-proposal conference but no later Tuesday, December 22, 2015 by 12PM in order to generate an official answer. Official answers will be provided in writing to all prospective Contractor(s) who are listed on the official Contractor(s) list as having received a copy of the solicitation. Answers will be posted on the DCPS website at www.DCPS.dc.gov.

L.2

CONTRACT AWARD

L.2.1

MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award up to ten contracts resulting from this solicitation to the responsible Contractor(s) whose offer(s) conforms to the solicitation and will be most advantageous to the District, based on cost or price, technical and other factors, as specified elsewhere in this solicitation.

The contractors may submit one or more proposals for the base year and option years one through four, for up to 10 clusters as set forth in section B. Each cluster will be evaluated individually.

L.2.2

SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR 1632.1. The CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2.3

INITIAL OFFERS

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Contractor's best terms from the standpoint of cost or price, technical and other factors.

L.3

PROPOSAL FORM, ORGANIZATION AND CONTENT

L.3.1

One original and 7 (seven) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Additionally, one electronic version of the technical proposal shall be submitted on CD or flash drive. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.: **GAGA-2016-R-0036**, Food Service Management Company."

L.3.1.1

Contractors shall submit technical proposals to address sections C, L, and M of the solicitation including reference to these sections to support evaluation of the proposals. Label as “Technical Proposal”.

L.3.1.2

Contractors shall submit price proposals to include individual pricing for one or more clusters for the base and option years labeled as “Price Proposal”.

L.3.2

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

L.3.3

The Contractor shall complete, sign and submit all representations and certifications as appropriate.

L.3.4

TECHNICAL PROPOSAL

L.3.4.1

FACTOR A: BACKGROUND AND PAST PERFORMANCE

The Contractor(s) shall demonstrate its experience operating similar Food Services Programs and performing the same or similar functions to those described in Section C by providing the following:

L.3.4.1.1

SUB FACTOR 1: BREADTH OF FOOD SERVICE INDUSTRY OPERATION

- (a) The Contractor(s) shall provide a list of all K-12 school districts and/or organizations for which the Contractor(s) is currently under contract to provide food services.
- (b) The Contractor(s) shall provide the following information for each current customer:
 - (1) Name and address of school district and/or organization;
 - (2) Length of time as a service provider;
 - (3) Number of meals served per day and year;
 - (4) Number of line staff employed, number of management staff employed, operations organizational chart;

L.3.4.1.2

SUB FACTOR 2: HISTORIC PERFORMANCE, STRATEGIES OF SUCCESS, AND REFERENCES.

- (a) For each current customer, the Contractor(s) shall indicate if the meal participation has increased or decreased and the percentage of increase or decrease over a specified time period.

- (b) For each current customer, the Contractor(s) shall provide a brief description of the current and projected financial performance for each operation.
- (c) For each current customer, the Contractor(s) shall provide the description of the strategies employed where financial and performance improvements were achieved, including timetables and specific actions taken to achieve the result.
- (d) If the Contractor(s) or key Contractor(s) personnel were/are the recipient of any certifications, awards, or formal public recognition within the last five years, the Contractor(s) shall provide copies of said certifications, awards, or recognition.
- (e) The Contractor(s) shall provide a list of K-12 school districts and/or organizations that have terminated or not renewed its food service management contract during the past ten years. Include the name of the organization, address, primary contact, telephone number and reason for termination or nonrenewal.
- (f) The Contractor(s) shall provide any contractual cure notices received during the past five years.
- (g) The Contractor(s) shall provide at least three (3) references who are able to verify the Contractor(s) capability to perform the services specified in this RFP, one (1) of which must be a District of Columbia reference if the Contractor has been a District contractor within the last five (5) years. For each reference, the Contractor(s) shall include the name and title of a primary contact with telephone number, fax number, and email address. If the primary contact is no longer employed by the customer, provide the year their employment ended.

L.3.4.1.3

SUB FACTOR 3: VIOLATIONS AND MEASURES OF REMEDIATION

If the Contractor(s) or any key Contractor(s) personnel at any time in the last five years (whether as a principal or employee of Contractor(s) or otherwise) received notice of violations (NOV), fines, and/or penalties from a federal, state or local agency, the Contractor(s) shall provide the following:

- (a) Copies of said NOVs;
- (b) Copies of OSSE or other regulatory/client issued letters of fiscal action;
- (c) An explanation of how the NOV, fine and/or penalty was addressed;
- (d) An explanation of how the Contractor(s) ensured the problem did not reoccur.
- (e) If the Contractor(s) received any written notice of less than satisfactory performance as a part of a formal rating process submitted by a service recipient within the last five years, the Contractor(s) shall provide the following:
 - (1) Copies of said written notices and/or evaluations; and
 - (2) An explanation of how the issues within the notice/evaluation were addressed.
- (f) If the Contractor(s) or any key Contractor(s) personnel were/are presently the subject of litigation within the last five years in regard to food services, the Contractor(s) shall provide descriptions of lawsuits to include outcomes and penalties rendered (if applicable).

L.3.4.2

FACTOR B: STAFFING AND TRAINING PLAN (SECTION C.3.26)

L.3.4.2.1

SUB FACTOR 1: ORGANIZATIONAL CHART

The Contractor(s) shall provide the company organizational chart that will service and support DCPS including employee name, if available, and job title.

L.3.4.2.2

SUB FACTOR 2: QUALIFICATIONS OF MANAGEMENT TEAM

The Contractor(s) shall provide resumes of management personnel expected to be assigned to the contract which shall include qualifications, education, experience and responsibilities.

L.3.4.2.3

SUB FACTOR 3: STAFF ACCOUNTABILITY, TRAINING, AND HANDBOOK

- (a) The Contractor(s) shall provide the staff accountability process, handbook and policies used for hiring, firing, retention and promoting food service workers and management staff.
- (b) The Contractor(s) shall provide a detailed staff training plan to be used throughout the contract period including the following:
 - (1) Subject areas to be covered, which includes a description of the training;
 - (2) Training materials to be used;
 - (3) Frequency of training;
 - (4) Trainer names and credentials;
 - (5) A plan on how the effectiveness of training will be assessed;
 - (6) Systems of learning validation; and
 - (7) How staff will be held accountable for operating according to trained criteria.

L.3.4.3

FACTOR C: MENUS AND NUTRITION

L.3.4.3.1

SUB FACTOR 1: NUTRITIONAL COMPLIANCE (Section C.3.2, C.3.17, C.3.18)

The Contractor(s) shall provide a 21 day cycle menu for each of the meal service types. This menu cycle must be adhered to for the first 21 serving days of the school year [7 CFR 210.16(b)(1)]. Each menu must include an analysis demonstrating compliance with current menu planning standards found at 7 CFR 210.10 including:

- (a) Daily minimum and maximum calories for each of four required age/grade groups (K-5, 6-8, 9-12);
- (b) Not more than 10% calories from saturated fat;
- (c) School Year 2016-17 sodium standards;
- (d) No non-naturally occurring trans fatty acids; and
- (e) All meal component requirements by day and week.

L.3.4.3.2

SUB FACTOR 2: Extent of on-site preparation (Section C.3.22)

The Contractor(s) shall detail the extent of on-site preparation from raw ingredient to cooked finished product to be completed at each school site.

L.3.4.4

FACTOR D: IMPLEMENTATION PLAN (Section C.1)

The Contractor(s) shall provide in detail its plan for implementing all aspects of this solicitation upon award. The strategies employed in the plan must be specific, measurable, achievable, realistic, measurable and time-bound (S.M.A.R.T.) in nature.

L.3.4.5

FACTOR E: FINANCIAL PLAN (Section C.1.1.2)

The Contractor(s) shall provide a detailed plan demonstrating how, over the course of the contract, food service expenses become more aligned to projected revenues.

L.3.4.6

FACTOR F: INNOVATION (Section C.1.4.1)

The Contractor(s) shall provide, at minimum, an executive summary that demonstrates:

- (a) Its innovative approach to meeting the nutrition and quality standards outlined in this document; and
- (b) How the Contractor(s) intends to assist DCPS in increasing participation and satisfaction rates among students, including:
 - (1) Student and community engagement; and
 - (2) Utilizing personnel, products, organizations to support the District business community (either alone or in partnership with DC food and nutrition community-based organizations).

L.3.4.7

FACTOR G: TASTE TEST (Section C.3.22):

Upon notification by DCPS, each Contractor(s) qualified in the initial evaluation shall provide:

- (a) Sample menu items for 15 individuals as they will be served to students (packaged or plated), including two different items for each of the following:
 - (1) Hot breakfasts;
 - (2) Cold breakfasts;
 - (3) Hot lunch;
 - (4) Cold lunch;
 - (5) Hot supper;
 - (6) Cold suppers;
 - (7) Snacks; and

- (8) A la carte items.
- (b) Product and nutrition information for each item presented during the taste test. All samples must comply with applicable nutritional standards.

L.3.5

PRICE PROPOSAL

Contractor's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- (a) Cover Letter
- (b) Completed Price Schedule (B.3)
- (c) Cost/Price Certification and Data Package (Attachment J.8)

L.4

REQUIREMENT FOR AN ELECTRONIC COPY OF THE PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements the Contractor shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code 2-534. Redacted copies of the Contractor's proposal must be submitted by e-mail attachment to the contact person designated the solicitation. D.C. Official Code 2 536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under D.C. Official Code 2-534(a)(1). Successful proposals will be published on the DCPS website in accordance with D.C. Code 2-361.04, subject to applicable FOIA exemptions.

L.5

PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.5.1

PROPOSAL SUBMISSION

Proposals shall be submitted no later than January 19, 2016 at noon to the District of Columbia Public Schools, Office of Contracts and Acquisitions, 1200 First Street, NE, 9th Floor, Washington, DC 20002. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.5.1.1

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

L.5.1.2

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

L.5.1.3

The proposal is the only proposal received.

L.5.2

WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.5.3

POSTMARKS

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

L.5.4

LATE MODIFICATIONS

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

L.5.5

LATE PROPOSALS

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

L.6

EXPLANATION TO PROSPECTIVE CONTRACTOR(S)

If a prospective Contractor(s) has any questions relating to this solicitation, the prospective Contractor(s) shall submit the question in writing to the contact person, identified on page one. The prospective Contractor(s) shall submit questions no later than December 22, 2015. The District will not consider any questions received after-December 22, 2015. The District shall post all responses via amendment to the DCPS Office of Contracts and Acquisitions Website www.dcps.dc.gov for all prospective Contractor(s). An amendment to the solicitation will be issued if the CO decides that

information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Contractor(s). Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.7

RESTRICTION ON DISCLOSURE AND USE OF DATA:

L.7.1

Contractor(s) who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

L.7.1.1

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

If, however, a contract is awarded to the contractor(s) as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction shall be identified by the Contractor(s).

L.7.2

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

L.7.2.1

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.8

PROPOSALS WITH OPTION YEARS

The District will evaluate proposals for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised. A proposal may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8.1

Pricing for option years shall be included in the Contractor(s) pricing proposal.

L.9

PROPOSAL PROTESTS

Any actual or prospective Contractor(s) or Contractor(s) who is aggrieved in connection with the solicitation or award of a contract, shall file with the D.C. Contract Appeals Board (Board) a protest no

later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.10

SIGNING OF OFFERS

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

L.11

UNNECESSARILY ELABORATE PROPOSALS

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

L.12

RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Contractor(s).

L.13

PROPOSAL COSTS

The District is not liable for any costs incurred by the Contractor(s) in submitting proposals in response to this solicitation.

L.14

CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor(s) shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in section I to:

Glorious Bazemore, Chief Procurement Officer
District of Columbia Schools
Office of Contracting and Acquisitions
1200 First Street, NE, 9th Floor

Washington, DC 20002
(202) 442-5131
Glorious.Bazemore@dc.gov

L.15

ACKNOWLEDGMENT OF AMENDMENTS

The Contractor(s) shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District shall receive the acknowledgment by the date and time specified for receipt of proposals. A Contractor(s)'s failure to acknowledge an amendment may result in rejection of its offer.

L.16

BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Contractor(s) within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor(s) selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Contractor(s) still within the competitive range.

L.17

LEGAL STATUS OF CONTRACTOR(S):

L.17.1

Each proposal shall provide the following information:

L.17.1.1

Name, address, telephone number and federal tax identification number of Contractor(s);

L.17.2

A copy of each District of Columbia license, registration or certification that the Contractor(s) is required by law to obtain. This mandate also requires the Contractor(s) to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Contractor(s) is required by law to make such certification. If the Contractor(s) is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3

If the Contractor(s) is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18

FAMILIARIZATION WITH CONDITIONS

L.18.1

Contractor(s) shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractor(s) will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19

GENERAL STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District its capability in all aspects to perform fully the contract requirements.

L.19.1

To be determined "responsible," a prospective contractor must demonstrate that it:

L.19.1.1

Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

L.19.1.2

Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments;

L.19.1.3

Has a satisfactory performance record;

L.19.1.4

Has a satisfactory record of integrity and business ethics;

L.19.1.5

Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

L.19.1.6

Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official 2-219.01 *et seq.*;

L.19.1.7

Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

L.19.1.8

Has or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

L.19.1.9

Has not exhibited a pattern of overcharging the District;

L.19.1.10

Does not have an outstanding debt with the District or the federal government in a delinquent status; and

L.19.1.10

Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.19.2

If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

L.19.3

Financial Stability: Contractor(s) shall provide the following:

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

L.20

SPECIAL STANDARDS OF RESPONSIBILITY - RESERVED

L.21

SITE VISITS

L.21.1

DCPS will make six DCPS school sites available to Contractors for site visitations on Thursday, **January 7, 2016 between 8:00 AM and 3:00 PM by appointment**. Appointments will be made available beginning at noon on Monday, December 21, 2015 following the Pre-solicitation Conference, through Wednesday, December 23, 2015 at 5pm. The point of contact following the pre-solicitation conference is:

Elizabeth Leach, Manager of Nutrition Programs and Compliance
202-412-8429
Elizabeth.Leach@dc.gov

Contractors must check in at the school office on arrival, and will be directed to the cafeteria. A staff person from OFNS will be present at all site visits. Contractors must sign in with the OFNS staff person at each school site they visit.

L.21.1.1

The sites are:

Coolidge High School
6315 5th Street NW
Washington, DC 20011

Woodson High School
540 55th St, NE
Washington, DC 20019

Takoma Education Campus
7010 Piney Branch Road NW
Washington, DC 20001

Randle Highlands Elementary School
1650 30th St. SE
Washington, DC 20020

Miner Elementary School
601 15th St. NE
Washington, DC 20002

Johnson Middle School
1400 Bruce Pl. SE
Washington, DC 20020

L.21.2

OFNS staff will be available at the DCPS district office, 1200 First Street, NE, Washington, DC 20002, at 4:00 until 5:30 p.m. on January 7, 2016 to respond to questions from Contractors following the site visits.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the school site visits are only intended for general discussion and do not represent the District final position. All oral questions must be submitted in writing to the Contracting Officer by 4:00pm on Friday, January 8, 2015 in order to generate an official answer. Official answers will be provided in writing to all prospective Contractor(s). Answers will be posted on the DCPS website.

SECTION M: EVALUATION FACTORS

M.1

EVALUATION FOR AWARD

The contract will be awarded to the responsible Contractor(s) whose offer is most advantageous to the District based upon the evaluation of the criteria specified in this section. The points in the evaluation criteria indicate their relative importance; the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making a determination of raw qualifications utilizing evaluation criteria.

M.2

TECHNICAL RATING

M.2.1

The Technical Rating Scale is as follows:

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

		requirements; no deficiencies.
--	--	--------------------------------

M.2.2

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

M.2.3

If sub factors are applied, the Contractor(s)'s total technical score will be determined by adding the Contractor(s)'s score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Contractor(s)'s response as "Good" for the first sub factor and "Poor" for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

M.3

TECHNICAL PROPOSAL (TOTAL 70 POINTS MAXIMUM)

Each of the following evaluation factors and sub factors, listed below, will be used by DCPS in evaluating the services proposed by the contractor in response to this solicitation. The Contractor should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on DCPS' determination of the degree to which the contractor satisfies the requirements of the evaluation factor and significant sub-factors.

M.3.1

TECHNICAL CRITERIA

Description: These factors consider the Contractor(s)'s past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Contractor(s)'s performance.

Technical Evaluation Factor	Points
Factor A: Background and Past Performance	15
Sub Factor 1: Breadth of Food Service Industry Operation.	
The purpose of this sub factor is to determine the Contractor's experience with a similar style of service and volume of meals.	5



<p>The Contractor shall be evaluated based on its recent proven experience (duration of at least three years), number of meals served per day and year, and the number of sites served.</p>	
<p>Sub Factor 2: Historic performance, strategies of success, and references</p> <p>The purpose of this sub factor is to assess the Contractor’s track record of programmatic, operational, and fiscal success and improvement over time.</p> <p>The Contractor(s) shall be evaluated based on having successfully performed similar food service industry functions, demonstrated improvement over time, and the feedback of references provided.</p>	5
<p>Sub factor 3: Violations and Measures of Remediation</p> <p>The purpose of this sub factor is to assess the methods, efficiency, and effectiveness with which the Contractor has been able to mitigate any identified deficiencies.</p> <p>The Contractor(s) shall be evaluated based on the documented measures of remediation for Notices of Violation in the last five years. Scoring preference will be given if no violations have been issued.</p>	5
Factor B: Staffing and Training Plan	15
<p>Sub Factor 1: Organizational Chart</p> <p>The purpose of this sub factor is to assess the Contractor’s intent to adequately staff and supervise the food services program’s operational and programmatic needs.</p> <p>The Contractor(s) shall be evaluated based on its ability to staff and manage the Food Services program at one or more clusters of schools, nutritional oversight, marketing, culinary expertise, and administrative support.</p>	5
<p>Sub Factor 2: Qualification of Management Team</p> <p>The purpose of this sub factor is to assess the Contractor’s ability to provide exceptional leadership for the food service program including relevant experience, related education, and historic performance.</p> <p>The Contractor(s) shall be evaluated based on its Management Team’s qualifications, education, experience, and responsibilities related to operating a food service program within the last three years.</p>	5



<p>Sub Factor 3: –Staff Accountability, Training, and Handbook</p> <p>The purpose of this sub factor is to assess the Contractor’s current staff management and training policies and procedures, as well as its proposed plan through the contract period.</p> <p>The Contractor(s) shall be evaluated based on its accountability process, handbook and policies used for hiring, firing, retention, and promotion of staff. In addition, the Contractor shall be evaluated on the its plan for developing staff to meet the needs of the DCPS Food Services Program.</p>	5
Factor C: Menus and Nutrition	
10	
<p>Sub Factor 1: Nutritional compliance</p> <p>The purpose of this sub factor is to assess the Contractor’s knowledge of and ability to adhere to the nutritional standards as required by applicable laws and regulations.</p> <p>The Contractor(s) shall be evaluated based on its submitted 21 day cycle menus’ adherence to applicable laws and regulations.</p>	5
<p>Sub Factor 2: Extent of on-site preparation</p> <p>The purpose of this sub factor is to assess the Contractor’s ability to prepare meals on site.</p> <p>The Contractor(s) shall be evaluated based on its ability to prepare meals on site, with preference given to on-site preparation. Meals prepared from whole, raw ingredients to fully assembled and prepared meals on-site will be given scoring preference.</p>	5
Factor D: Implementation Plan	
10	
<p>The purpose of this sub factor is to assess the Contractor’s ability to implement the DCPS Food Service Program in one or more clusters for which the Contractor is submitting a proposal.</p> <p>The Contractor(s) shall be evaluated based on its ability to demonstrate a comprehensive implementation plan for all components of the solicitation utilizing specific, measurable, achievable, realistic and time-bound strategies.</p>	
Factor E: Financial Plan	
10	
<p>The purpose of this factor is to assess the Contractor’s ability to reduce the</p>	



overall cost of the DCPS Food Services Program.	
The Contractor(s) shall be evaluated on its plan for closing the gap between meal reimbursements and firm fixed unit price.	
Factor F: Innovation	5
The purpose of this factor is to assess the Contractor’s ability to improve student satisfaction through new and unique methods of food services delivery.	
The Contractor(s) shall be evaluated on its creative approaches to increasing student participation in and satisfaction with DCPS’ Food Services Program.	
Factor G: Taste Test	5
The purpose of this factor is to assess the Contractor’s ability to provide meals and snacks that are appetizing to students.	
The Contractor(s) shall be evaluated based on the evaluation scores generated by the New Menu Item/Taste Test Review process identified in C.4 item 7. Samples that do not conform to the nutritional standards will be ineligible to earn a score for this factor.	
TOTAL	70

M.4

PRICE CRITERIA (TOTAL 30 POINTS MAXIMUM)

M.4.1

PRICE CRITERIA

Price Evaluation Factor	Points
Lowest price	30

M.4.1.1

The price evaluation will be objective. The Contractor with the lowest price will receive the maximum price points (30). All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Contractor’s evaluated price score:

Lowest price proposal

----- x weight = Evaluated price score

Price of proposal being evaluated

M.5

CONTRACT AWARD

The District intends to award multiple contracts resulting from this solicitation. The contracts will be awarded to the Contractor(s) determined to be responsible, whose proposal conforms to the solicitation, and whose proposal is most advantageous to the District, based on cost or price, technical, and other factors.

M.5.1

DCPS reserves the right to make a separate award of each cluster and to make an award either in whole or in part, whichever is deemed in the best interest of the DCPS. The award will be made according to the criteria(s) set forth.

M.5.2

Award for each cluster will be made to the responsible Contractor(s) with the highest combined technical and price score. Contractor(s) shall be considered responsible if they provide pricing for each CLIN offered in the school(s) it proposes to serve. This information is available in Section C.4 Item 6.

M.6

REQUIREMENTS FOR PRICE AND TECHNICAL PROPOSALS

M.6.1

Each Contractor(s) must submit a price proposal. All price proposals must be clearly labeled on the outside of the envelope or package.

M.6.2

Each Contractor(s) must submit a technical proposal which satisfies the requirements outlined by DCPS. All technical proposals must be clearly labeled on the outside of the envelope or package. No price information shall be included in the technical proposal.

M.7

PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, OR BUSINESSES OPERATING IN AN ENTERPRISE ZONE – RESERVED

M.8

EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's



requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.