

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 1
2. Amendment/Modification Number DCHA-2007-B-0003	3. Effective Date February 15, 2007	4. Requisition/Purchase Request No.	5. Solicitation Caption Child and Adult Care Food Program	
6. Issued by: Office of Contracting and Procurement Group III 441 4 th Street, NW Suite 700 South Washington, DC 20001		Code 03YH	7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Code <input type="text"/> Facility <input type="text"/>		<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. DCHA-2007-B-0003	
			9B. Dated (See Item 11) January 31, 2007	
			10A. Modification of Contractor/Order No.	
			10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
1. Attachment A provides responses to questions submitted by Bidders. None of the requirements in the solicitation changed as a result of the questions and responses.				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Elizabeth Kilpatrick Contracting Officer		
15B. Name of Contractor (Signature)	15C. Date Signed	16B. District of Columbia <i>Elizabeth Kilpatrick</i> (Signature of Contracting Officer)	16C. Date Signed 2/15/07	

Attachment A

Question:

1. What is the intent of the bid? The broad vision of this project was to bring hot food to the children of the District of Columbia. Is this still the intent?

Answer:

The District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Department of Parks and Recreation (District) is seeking the services of a contractor with operating license as a Food Management Company and whose cooking kitchen is USDA inspected in compliance with Hazard Analysis Critical Control Points (HACCP) (to prepare and deliver nutritionally balanced breakfast, lunch, and supper meals Monday through Friday during the regular school year to 88 sites for the Department of Parks and Recreation (DPR) Child and Adult Care Food Program.

Question:

2. Is this a cold food bid that the vendor working with Parks and Recreation will be expected to transition into a hot food program as rapidly as possible?

Answer:

Please see the menu in attachments J8, J9 and J10 of the solicitation.

Question:

3. Will the vendor be required to provide the necessary equipment, i.e., refrigerators, freezers, ovens, carts, dollies, baskets, to the sites?

Answer:

4. The Contractor is not required to provide equipment, i.e., refrigerators, freezers, ovens, carts, dollies, baskets, to the sites but should provide equipment and materials necessary to fulfill the requirements of the menus in section J8, J9 and J10?

Question:

5. Will the vendor be required to maintain all the equipment that is placed in the sites, plus any equipment that the site uses for this program?

Answer:

The vendor will not be required to maintain all the equipment that is placed in the sites, plus any equipment that the site uses for this program unless the contract is modified to include this provision.

Question:

6. Will the vendor be required to replace equipment as necessary during the life of the contract?

Answer:

The vendor will not be required to replace equipment as necessary during the life of the contract unless the contract is otherwise modified.

Question:

7. Will the vendor be required to place additional equipment in the site(s) if participation increases and additional equipment is required?

Answer:

The vendor will not be required to place additional equipment in the site(s) if participation increases and additional equipment as required unless the contract is modified to include this requirement.

Question:

8. Will the contractor continue to own the equipment or will it become District of Columbia property over the term of the contract?

Answer:

Any equipment purchase under the contract is the property of the District of Columbia at the end of the term of the Contract. However, the District has not requested in specific equipment in the requirements of the proposed contract.

The specific questions and answers:

Question:

1. Page 9, Section C.1.2.1 **Children** –
“means (a) persons 12 years of age and under, (b) children 15 years of age and under ...” Does this mean this program is intended to provide breakfast, lunch, and dinner meals for children up to age 12 years of age?

Answer:

The definition was taken from Title 7 Section 226.2, Definitions. The program provides meals for children 12 years old and under and children of migrant works 15 years of age and under and to children up to age 18 year old who are institutionalized with a physical or mental handicap.

Question:

2. Page 9, Section C.1.2.5 **Food Service Management Company** –
The paragraph contains the words “with or without milk”. All references after this paragraph require the vendor to bid with milk. The word “without” milk should be removed.

Answer:

The definition for Food Service Management Company was taken from USDA’s definition for the term.

Question:

3. Page 10 and 11 Section C.3 **REQUIREMENTS**
I believe that you intend to serve meals when the students of the District of Columbia are not in school. Including a calendar showing the days of service would inform all bidders of the meal service.

Answer:

The District intends to serve meals during the regular school year when school is in session with the exception of holidays as stated on Page 11 Section C.3. A school calendar will be provided to the contractor upon award of the contract and at the beginning of each option year period.

The above is stated in the requirements on page 10-11 of Section C.3 of the solicitation.

Question

4. Page 12, Section C.3.3 **MEAL DELIVERY SCHEDULE**

The breakfast window for delivery is 7:00 to 7:30 am. Half an hour to deliver to the sites is not enough time. The time should be at least one hour.

Answer:

Page 12, Section C.3.3 Meal Delivery Schedule shall remain as written. However, the Contractor, at the approval of the COTR may deliver the breakfast the day before meal delivery is schedule.

Question:

5. Page 13 & 14, Section C.3.4.4

Milk dating is regulated by the dairy commission of each state that the milk is produced in. Our milk comes from Maryland and has a ten (10) day shelf life. We deliver that milk as soon as we receive the milk so the day the sites receive the milk it has nine (8) to (9) days on the label before expiration. You want and your vendors want to provide you with the freshest milk available. The vendors and you do want the vendor holding the milk until it reaches an expiration date of five days before expiration.

Answer:

6. Page 14, Section C.3.4.7(b)

This paragraph should include both the contractor and the site. Altered tickets by either party make billing and reconciliation very difficult.

Question:

7. Page 14, Section C.3.4.8

Holding trucks at stops for ten minutes increases your cost because trucks can not deliver as many sites, so you need more trucks, drivers and helpers and your meal cost will increase. The site personal are counting a few boxes (2 to 3 cases) of meals and one (1) case of milk. Four minutes is more than enough time for the site personal to stop what they are doing and count the cases.

Answer

Page 14, Section C.3.4.8 remains unchanged.

Question

8. Page 18 D.3.1 Food Labeling, Item 3. Name of the Site for Delivery
Food is produced and labels are attached. The cases are placed on a pallet and shipped to your sites. The food is removed from the pallet and taken into the sites. Individual cases are not and can not be labeled for an individual site.

Answer:

Page 18, D.3.1 Food Labeling, Item 3, Name of the Site for Delivery remains unchanged because this is our standard clause for food labeling for multiple sites.

Question:

9. Page 19, E.3 **LIQUIDATED DAMAGES**
The cost damages should match your reimbursement from the United States Department of Agriculture (USDA). I look at the prices that are stated here as the bid prices that I must bid to offset the penalty that far exceeds the USDA reimbursement.

Answer:

The Liquidated Damages clause was approved by the Office of the Attorney General and covers the cost per meal and the administrative costs the government would incur if the government has to provide the meals in lieu of the Contractor's default.

Question:

10. Page 34, H13.4
Adding one or two sites to a delivery can be done in 24 hours. Adding large numbers of sites, which require additional drivers, helpers, and trucks, takes ten (10) working days because of the Department of Transportation (DOT) required background checks, drug tests, licenses checks, etc.

Answer:

11. Page I.4 **Time**
Again a calendar that shows all potential vendors that the District of Columbia may serve meals on weekends is necessary. Drivers and helpers must be paid overtime and this must be included in our costs.

Question:

12. Page I.5 **RIGHTS IN DATA**

I have requested our IS Department to look at this section of your bid because there are copyright laws involved. We and all your bidders do not want to agree to this section of your bid and violate federal government copyright laws. We have proprietary programs, which we have purchased under license from a software company. We can not distribute this software outside our company.

Answer:

Page I.5, Rights and Data section is taken from our general terms and conditions and the section is included in all government contracts and solicitations.

Question:

13. Page 39, **INSURANCE**

Bidders should submit proof of insurance at the time of bid. The District of Columbia does not want to go through the expense of time and money to award to a bidder only to find out the bidder can not obtain insurance.

Answer:

Page 39, Insurance - is standard language from our general terms and conditions.