

SOLICITATION, OFFER, AND AWARD			1. Market OPEN Child and Adult Care Food Program	Page of Pages 1 53	
2. Contract Number	3. Solicitation Number DCHA-2007-B-0003	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued 1/31/2007	6. Requisition/Purchase Number
7. Issued By District of Columbia Government Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer To (If other than line 7)		

NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00 p.m. local time 20-Feb-07
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Contact	A. Name Yvette Henry	B. Telephone (No Collect Calls)			C. E-mail Address yvette.henry@dc.gov
		(Area Code) 202	(Number) 724-3968	(Ext) N/A	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature
				18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered		20. Amount	21. Accounting and Appropriation	
22	Award - DC OCP Form 201 not required Negotiated Agreement - DC OCP Form 201 must be executed		23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) Code			25. Reserved for future use	
26. Name of Contracting Officer (Type or Print)		27. Government of the District of Columbia (Signature of Contracting Officer)		28. Award Date

SECTION B - SUPPLIES AND PRICE

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 an operating license as a food management company and whose cooking kitchen is USDA inspected in compliance with Hazard Analysis Critical Control Points (HACCP) (Applicable Document #2, Section C.1.1 of this contract) to prepare and deliver nutritionally balanced breakfast (Attachment J.8), lunch (Attachment J.9), and supper meals (Attachment J.10) 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.

B.1 REQUIREMENTS CONTRACT

The District contemplates award of a requirements contract with payments based on fixed unit prices.

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

B.2 UNIT PRICES

The Contractor shall provide unit prices per meal for each CLIN in the Price Schedule at Section B.3. The unit prices must be “fully loaded” and include all direct and indirect costs and intended profit.

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B.3 SCHEDULE B – SERVICE/DESCRIPTION/PRICE

B.3.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Price Per Meal	Estimated Number of Meals	Total Estimated Price (price per meal x estimated quantity)
0001A	Breakfast meals including milk and juice	\$_____	183,279	\$_____
0001AB	Lunch meals including milk and juice	\$_____	203,378	\$_____
0001ABC	Supper meals including milk and juice	\$_____	479,590	\$_____
Total Estimated Price				\$_____

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B.3.2 Option Year 1

Contract Line Item No. (CLIN)	Item Description	Price Per Meal	Estimated Number of Meals	Total Estimated Price (price x estimated quantity)
1001A	Breakfast meals including milk and juice	\$ _____	183,279	\$ _____
1001AB	Lunch meals including milk and juice	\$ _____	203,378	\$ _____
1001ABC	Supper meals including milk and juice	\$ _____	479,590	\$ _____
Total Estimated Price				\$ _____

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B.3.3 Option Year 2

Contract Line Item No. (CLIN)	Item Description	Price Per Meal	Estimated Number of Meals	Total Estimated Price (price per meal x estimated quantity)
2001A	Breakfast meals including milk and juice	\$ _____	183,279	\$ _____
2001AB	Lunch meals including milk and juice	\$ _____	203,378	\$ _____
2001ABC	Supper meals including milk and juice	\$ _____	479,590	\$ _____
Total Estimated Price				\$ _____

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B.3.4 Option Year 3

Contract Line Item No. (CLIN)	Item Description	Price Per Meal	Estimated Number of Meals	Total Estimated Price (price per meal x estimated quantity)
3001A	Breakfast meals including milk and juice	\$ _____	183,279	\$ _____
3001AB	Lunch meals including milk and juice	\$ _____	203,378	\$ _____
3001ABC	Supper meals including milk and juice	\$ _____	479,590	\$ _____
Total Estimated Price				\$ _____

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B.3.5 Option Year 4

Contract Line Item No. (CLIN)	Item Description	Price Per Meal	Estimated Number of Meals	Total Estimated Price (price per meal x estimated quantity)
4001A	Breakfast meals including milk and juice	\$_____	183,279	\$_____
4001AB	Lunch meals including milk and juice	\$_____	203,378	\$_____
4001ABC	Supper meals including milk and juice	\$_____	479,590	\$_____
Total Estimated Price				\$_____

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SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Parks and Recreation (District), is seeking a Contractor to provide breakfast, lunch, and supper meals during the regular school year. The Contractor shall prepare and deliver an estimated total of 183,279 breakfast meals of which an estimated total of 921 breakfast meals shall be prepared and delivered each day (Attachment J.8). The Contractor shall prepare and deliver an estimated total of 203,378 lunch meals of which an estimated total of 1022 lunch meals shall be prepared and delivered each day (Attachment J.9). The Contractor shall prepare and deliver an estimated total of 479,590 supper meals of which an estimated total of 2,410 supper meals shall be prepared and delivered per day, (Attachment J.10). The Contractor shall deliver the meals to approximately 88 sites including recreation centers, Boys & Girls Clubs, charter schools, Faith Based Organizations, and local community outreach centers during the months when regular school is in session with the exception of holidays. (See Attachment J.7 for site locations.)

The Contractor shall provide unit prices per meal for each CLIN in the Price Schedule at Section B.3. The unit prices must be “fully loaded” and include all direct and indirect costs and intended profit.

C.1.1 APPLICABLE DOCUMENTS

The Contractor shall perform the contract in accordance with the specifications, standards, and requirements of each of the two (2) listed documents set forth below in the table. Each document is hereby incorporated by reference into the contract. The order of priority shall be as stated in Section I.10 of this document.

Applicable Document	Document Type	Title	Document Available	Date
1	Title 23 District of Columbia Municipal Regulations	District of Columbia Municipal Regulations Subtitle B Food and Food Operations Chapters 24-30	Office Documents and Administrative Issuance 441 4 th Street, NW Room 520 Washington DC 20001 or http://dcra.dc.gov/information/ABRA/index.shtm	June 1997
2	Federal Regulation	Hazard Analysis Critical Control Points (HACCP)	http://www.cfsan.fda.gov/~lrd/haccp.html	2005

C.1.2 **DEFINITIONS**

- C.1.2.1** **Children** – means (a) persons 12 years of age and under; (b) children 15 years of age and under whose parents are migrant workers, and (c) persons with mental or physical handicaps, as defined by the District, enrolled in an institution or a child care facility serving a majority of persons 18 years of age and under.
- C.1.2.2** **Condiments** – a sauce, relish, or spice used to season food.
- C.1.2.3** **Contractor** – means the food service management company that is awarded this contract.
- C.1.2.4** **Eating Utensils** -- disposable items, such as, plastic knives, forks, spoons, napkins and straws packaged individually or combined and included in the delivery of the meals.
- C.1.2.5** **Food Service Management Company** – means an organization other than a public or private nonprofit school, with which as sponsoring organization may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Child and Adult Care Food Program.
- C.1.2.6** **Meals** – means food which is served to children at a food service site and which meets the nutritional requirements set forth in 7 CFR § 226 (Attachment J.11).
- C.1.2.7** **Milk** – means whole milk, low fat milk, skim milk, chocolate milk and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk served may be flavored or unflavored. All milk should contain Vitamins A and D at the levels specified by the Food and Drug Administration and at the levels consistent with State and local standards for such milk.
- C.1.2.8** **Program** – means the Child and Adult Care Food Program.
- C.1.2.9** **Site** – means a physical location at which a sponsor provides a food service for children and which children consume meals in a supervised setting.
- C.1.2.10** **Sponsor Organization** – means a public or private nonprofit organization which is entirely responsible for administration of the food program in (1) one or more day care homes; (b) a child care center, outside-school-hours care center, or adult day care centers which is a legally distinct entity from the sponsoring organization; or (c) two or more child care centers; outside-school-hours care centers, adult care centers, or adult day care centers; or (d) any combination of child care centers, adult day care centers, day care homes, and outside-school-hours care centers. The term sponsoring organization also includes a for-profit organization which is entirely responsible for

administration of the Program in any combination of two or more child care centers, adult day centers and outside-school-hours care centers which are part of the same legal entity as the sponsoring organization and which are proprietary Title XIX or XX centers, as defined in Section 7 CFR § 226 (Attachment J.11) (“Proprietary Title XIX center”, Proprietary Title XXX center”). The sponsor organization for this contract is the District of Columbia Department of Parks and Recreation.

C.1.2.11 State Agency - means the State Education Agency or an alternate agency that has been designated by the Governor or other appropriate executive or legislative authority of the State which as been approved by the Department to administered the Program within the State, or, in States where the Food and Nutrition Services (FNS) Department administers the Program for the Food and Nutrition Services Regional Office (FNSRO). The State Agency for this contract is the District of Columbia’s State Education Office (SEO).

C.1.2.12 Vermin – means various small animals or insects, such as rats or cockroaches that are destructive, annoying, or injurious to health.

C.2 BACKGROUND

The United States Department of Agriculture’s (USDA) Child and Adult Care Food Program (Program) exists to initiate, maintain, and expand nonprofit food service programs for children or adult participants in nonresidential institutions which provide care. The purpose of the Program is to enable the nonprofit institutions to integrate nutritious food services with organized care services for participants enrolled under the Aid to Families with Dependent Children (AFDC) Program in a State where the standard of eligibility for the AFDC benefits does not exceed the income eligibility guidelines for free meals.

The District of Columbia’s State Education Office entered into an agreement with the District of Columbia’s DPR in which DPR became a sponsor for the Program. DPR staff received training from the State Education Office to learn how to plan, operate, and monitor a successful food service program. Funding received from USDA under the Program is based on the number of meals served that meet Federal guidelines. Because DPR does not maintain facilities to prepare and provide meals, all meals served through the Program are prepared off site and delivered to the sites ready for consumption.

C.3 REQUIREMENTS

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Parks and Recreation (District), is seeking a Contractor to provide breakfast, lunch, and supper

meals during the regular school year. The Contractor shall prepare and deliver an estimated total of 183,279 breakfast meals of which an estimated total of 921 breakfast meals shall be prepared and delivered each day (Attachment J.8). The Contractor shall prepare and deliver an estimated total of 203,378 lunch meals of which an estimated total of 1022 lunch meals shall be prepared and delivered each day (Attachment J.9). The Contractor shall prepare and deliver an estimated total of 479,590 supper meals of which an estimated total of 2,410 supper meals shall be prepared and delivered per day, (Attachment J.10). The Contractor shall deliver the meals to approximately 88 sites including recreation centers, Boys & Girls Clubs, charter schools, Faith Based Organizations, and local community outreach centers during the months when regular school is in session with the exception of holidays. (See Attachment J.7 for site locations.)

The Contractor shall provide unit prices per meal for each CLIN in the Price Schedule at Section B.3. The unit prices must be “fully loaded” and include all direct and indirect costs and intended profit.

The requirements of this contract shall be performed in accordance with the following:

C.3.1 MEAL MENUS AND PREPARATION

- C.3.1.1** The Contractor shall prepare meals for children in accordance with the USDA Meal Pattern Requirements for Meals set forth in 7 CFR § 226.20 (Attachment J.11) and the sample menus listed on Attachments J.9, J.10 and J.11. Changes to the menus shall not be permitted without prior written approval from the Contracting Officer’s Technical Representative (COTR).
- C.3.1.2** The Contractor shall acquire approval from the Contracting Officer’s Technical Representative (COTR) prior to deviating from the sample menus in Attachments J.8, J.9 and J.10.
- C.3.1.3** The Contractor shall assure that all products used in the preparation of food are USDA inspected in accordance with 7 CFR § 226 (Attachment J.11).
- C.3.1.4** The Contractor shall ensure that health and sanitation requirements are met at all times in accordance with 7 CFR § 226 (Attachment J.11) and Title 23 DCMR Alcoholic Beverages and Food, Subtitle B Food and Food Operations, Chapters 24-30 (Applicable Document # 1, Section C.1.1).
- C.3.1.5** The Contractor shall provide food substitutions that are required due to allergies or religious reasons within 24 hours after receipt of a written request by the COTR.

- C.3.1.6** The Contractor shall prepare all foods to meet the food and food operations requirements and standards outlined in Title 23 DCMR Alcoholic Beverages and Food, Subtitle B Food and Food Operations, Chapters 24-30 (Applicable Document # 1, Section C.1.1).
- C.3.1.7** The Contractor shall ensure that all uncooked food items are clean and free from blemish.
- C.3.1.8** The Contractor shall accept increases and/or decreases in the number of meals ordered by COTR, as needed, within a 24 hours written notice from the COTR.
- C.3.1.9** The Contractor shall prepare and deliver meals based on DPR meal production counts provided in writing to the Contractor by the COTR on Friday of each week for the following week and as specified in Section G.4.
- C.3.1.10** The Contractor shall maintain a quality assurance control program to ensure that all meals are prepared, assembled and delivered in accordance with Title 23 DCMR Alcoholic Beverages and Food, Subtitle B, Food and Food Operations Chapters 24-30 (Applicable Document #1, Section C.1.1). The Contractor shall provide in writing to the COTR one soft a copy and one hard copy of its quality assurance control program within 10 days after award of the contract.
- C.3.1.11** The Contractor shall deliver the grade, quality and quantity of food components and meals, as specified in Schedule B and the USDA Required Meal Patterns in 7 CFR § 226.20 (Attachment J.11) and the terms and conditions of this contract.

C.3.3 MEAL DELIVERY SCHEDULE

- C.3.3.1** The Contractor shall deliver the breakfast, lunch, and supper meals Monday through Friday in accordance with the schedule below and the USDA Meal Patterns Requirements in 7 CFR 226.20 (Attachment J.11):

MEAL	PROGRAM	MEAL SCHEDULE	DELIVERY TIME
Breakfast	All locations unless otherwise specified by COTR	8:00 AM	Breakfast shall be delivered between 7:00 a.m. to 7:30 a.m. unless

			otherwise specified by COTR in writing
Lunch	All locations unless otherwise specified by COTR	11:00AM	Lunch shall be delivered with the breakfast meal or between 9:00 a.m. and 10:30 a.m. unless otherwise specified by the COTR in writing
Supper	All locations unless otherwise specified by COTR	5:00PM	Supper shall be delivered between 3:00 p.m. and 4:30 p.m. unless otherwise specified by the COTR in writing

C.3.4 MEAL DELIVERY

Meal delivery shall include at a minimum the following:

- C.3.4.1** The Contractor shall deliver milk, juice and cold food in refrigerator trucks or insulated coolers at a maximum temperature of 45 degrees Fahrenheit.
- C.3.4.2** The Contractor shall utilize vehicles for transportation of food that comply with regulations set forth in Title 23 DCMR Alcoholic Beverages and Food, Subtitle B, Food and Food Operations, Chapters 24-30 (Applicable Document # 1, Section C.1.1).
- C.3.4.3** The Contractor shall include with each delivery all condiments and utensils as defined in Section C.1.2.
- C.3.4.4** The Contractor shall package and deliver only dairy products that identify the expiration date on each container. For the dairy products, the expiration date shall not be less than five (5) days beyond the delivery date. For example:

milk delivered on the 17th of the month shall have an expiration date no earlier than the 22nd of the month.

- C.3.4.5** The Contractor shall package and deliver only juices that identify the expiration date on each container. The expiration date for juice shall not be less than 10 days beyond the delivery date. For example: Juice delivered on the 17th of the month shall have an expiration date no earlier than 27th.
- C.3.4.6** The Contractor shall deliver only items and quantities ordered by the COTR and as specified in Section G.4, Ordering Clause. The Contractor shall correct any shortages in quantities delivered as a “Special Delivery” before the scheduled serving time as a result of any error made by the Contractor. The Director at each site will inspect the deliveries with the same consistency as a regularly scheduled delivery before signing the delivery ticket.
- C.3.4.7** The Contractor shall supply delivery tickets. The delivery tickets shall comprise of a minimum of three (3) carbon copies. The original completed copy shall be mailed or delivered with the invoice to the District. The remaining two copies of the delivery ticket shall be left with each delivery at each location. At the time of meal delivery, the Contractor shall acquire a signature and the date of delivery on the delivery ticket from the Director or designee of each location to verify that all food and milk and/or juice were delivered to the location in accordance with Section C.3. The Contractor shall provide the Director at each location a copy of the completed delivery ticket.
- C.3.4.7(a)** Under no circumstances shall the Contractor make corrections on the delivery ticket that would result in discrepancies in the information between the various copies of the tickets. Errors made on the delivery ticket shall be corrected only upon written authorization by the COTR.
- C.3.4.7(b)** Under no circumstances shall the Contractor substitute a new ticket to correct errors made on the original delivery ticket or deliver the products without an authorized COTR or designee printed name, telephone number and signature on the delivery ticket. Upon delivery of the meals, the Contractor shall request that the Director of each site or designee sign his/her name and telephone number on the delivery ticket.
- C.3.4.8** The Contractor shall instruct its drivers to wait at least ten minutes after delivery of the food while the DPR staff inspects the food items delivered for compliance. If the food does not comply with the requirements of the contract, the Director at the location will instruct the drivers to return the food to the Contractor and indicate on the delivery ticket the number of meals that are being returned and the reason the meals are being returned to the Contractor.

- C.3.4.9** The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time, and meals rejected because they do not comply with the USDA Required Meal Patterns in 7 CFR § 226.20 (Attachment J.11) and not replaced before the time for serving meals.
- C.3.4.10** In the Contractor is unable to make a delivery for any reason the Contractor shall immediately notify the COTR by telephone at (202) 671-2242 followed by facsimile at (202) 939-2544 of the following:
- a. The impossibility of on-time delivery and locations where delivery cannot be made;
 - b. The circumstances(s) precluding delivery; and
 - c. A statement of whether or not future deliveries shall be affected.
- C.3.4.11** The District shall verbally notify the Contractor as soon as it becomes aware that delivery of meals cannot be accepted at any location(s) for any reasons, including but not limited to school cancellation, broken utilities or plumbing. The District will provide a written follow up notice to the Contractor within 24 hours after the verbal notice.
- C.3.4.12** In the event that meal deliveries cannot be made for the reasons described in C.3.4.10 and C.3.4.11, the COTR may request the Contractor to provide substitute meals or deliver to an alternate location provided that the meals can be delivered in accordance with the requirements of the Program.

C.3.5 **FACILITIES, EQUIPMENT, STORAGE AND SUPPLIES**

The Contractor shall maintain its facilities, equipment, storage, and supplies as set forth in Title 23 DCMR Alcoholic Beverages and Food, Subtitle B Food and Food Operations, Chapters 24-30 (Applicable Document # 1, Section C. 1.1).

- C.3.5.1** The Contractor shall provide and maintain a state or local health certification for the facility(s) to be used to prepare meals for the required services. In addition, the Contractor shall provide and maintain applicable licenses and permits required by USDA and other federal and local laws and regulations, or applicable jurisdiction.
- C.3.5.2** The Contractor's refrigeration equipment and equipment for storage shall have thermometers which are easily readable, in proper working condition, and accurate, within a range of plus or minus two degrees Fahrenheit ($\pm 2^{\circ}$).
- C.3.5.3** The Contractor's refrigeration equipment shall be properly maintained and defrosted as necessary to prevent accumulation of frost or ice.

- C.3.5.4** The Contractor shall maintain adequate and appropriate facilities and storage space needed for the proper storage of food, utensils, equipment, and supplies when not in use.
- C.3.5.5** The Contractor shall not store supplies unrelated to the food operation in the food preparation area.
- C.3.5.6** The Contractor shall maintain an adequate supply of detergents, sanitizers, sanitary-type towels, toilet tissue, and other materials required to maintain proper personal hygiene and to maintain proper sanitation of the equipment and premises. These supplies shall be readily accessible in the places where they are normally needed.
- C.3.5.7** The Contractor shall maintain adequate facilities for the collection and storage of all garbage, trash, and other refuse accumulating in its cooking facility.
- C.3.5.8** All trash and storage areas in the Contractor's cooking facility shall be free of vermin.
- C.3.5.9** The Contractor shall maintain a copy of its current health inspection rating issued by its local health department and facility number issued by USDA for its cooking kitchen and storage/warehouse facility.

C.3.6 **STAFFING**

The Contractor shall:

- C.3.6.1** Provide and maintain through the duration of the contract, a project manager with technical and managerial experience to coordinate, administer, monitor performance, and measure progress in achieving the requirements in the contract; and
- C.3.6.2** Provide and maintain on its premises a copy of food handler certificates from its local health department for all staff involved in preparation of the meals.

C.3.7 **REPORTS**

- C.3.7.1** Except as provided in Section C.3.7.2, the Contractor shall submit a written biweekly report on Friday to the COTR throughout the contract period. The biweekly report shall include at a minimum the following:
 - (a) A response to any request, opinion and or complaint submitted to the Contractor in writing by DPR.

(b) The number of meals served daily per location.

(c) The number of disallowed meals per center, if applicable, and the reason the meal was disallowed, such late delivery, non-delivery, and noncompliance with the terms and conditions of the contract.

C.3.7.2 The Contractor shall maintain and provide the COTR within 24 hours of request any records supported by invoices, receipts, or other evidence, as DPR may need to meet its responsibilities to the SEO and USDA under the Program.

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SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for the resultant contract will be governed by the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004, Attachment J.1, Section 2.

D.2 PACKAGING

In addition to the above, the following instructions shall be used for packaging:

D.2.1 When not delivered in bulk, the Contractor shall deliver fresh fruit, bread products, pastries and other food components individually packaged in plastic or paperboard wedge and sealed with polystyrene film.

D.2.2 The Contractor shall deliver all condiments and eating utensils packaged individually or combined in plastic or paperboard wedge and sealed with polystyrene film.

D.2.3 The Contractor shall identify each food package on a nametag that contains an expiration date, if applicable.

D.3 FOOD LABELING

D.3.1 The Contractor shall also include the following labeling on each carton or other bulk containers used in the performance of the contract:

1. Processor's Name, Address, and Zip Code (Plant);
2. Item Identity, Meal Type;
3. Date of Production;
4. Quantity of Individual Units Per Carton;
3. Name of Site for Delivery

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SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract will be governed by the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004, Attachment J.1, Section 5 and the following:

E.2 INSPECTION

In addition to the above, the instructions below shall be followed by the Contractor:

E.2.1 The District and USDA reserve the right to inspect the Contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

E.2.2 The District and USDA reserves the right to inspect and to determine the quality of food delivered and may reject and refuse payment of any meals that do not comply with the requirements of the Contract the and USDA Required Meal Pattern in 7 CFR §226.20 (Attachment J.11).

E.2.3 The District and USDA reserve the right to inspect federal or District reports on the quality of the specific meals to be delivered under this contract.

E.3 LIQUIDATED DAMAGES

E.3.1 The Contractor shall pay to the District the following sums as agreed liquidated damages for each instance when the Contractor fails to make a scheduled delivery, fails to deliver within the specified time, or otherwise fails to deliver meals in conformance with the USDA Required Meal Patterns in Attachment J.1:

\$2.50 per Breakfast meal
\$3.50 per Lunch meal
\$5.50 per Supper meal

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF THE CONTRACT

The term of the contract shall be one year from the date of award specified on page 1 of this document.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one- (1) year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

F.3 DELIVERABLES

F.3.1 The Contractor shall deliver the following:

Item	Deliverable	Estimated Quantity Each Day	Format/Method of Delivery	Due Date
1	Breakfast Meals	Approximately 921 meals to be delivered each day	As described in Section C.3 and C.4 and Attachment J.8	Monday through Friday during the regular school year.
2	Lunch Meals	Approximately 1,022 meals to be delivered each day	As described in Section C.3 and C.4 and Attachment J.9	Monday through Friday during the regular school year.

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3	Supper Meals	Approximately 2,410 meals to be delivered each day	As described in Section C.3 and C.4 and Attachment J.10	Monday through Friday during the regular school year.
4	Bi-weekly Reports	24	As described in Sections C.3.7 (with the exception of C.3.7.2)	Every two weeks on Friday during the regular school year.
5	Documentation of Inability to Deliver	As Applicable	As described in C.3.4.10 (c)	Within one hour of verbal notice.
6	Food Substitutions that are required Due to Allergies or Religious Reasons	As Applicable	As described in C.3.1.5	Within 24 hours of request
7	Documentation of Invoices, Receipts, or Other Evidence	As Applicable	As described in C.3.7.2	Within 24 hours of request
8	Quality Assurance Control Program	2 copies	As described in C.3.1.10	Ten days after contract award

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement (Attachment J.5). If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of an invoice as specified in Section G2 at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit invoices on a monthly basis or as otherwise specified in Section G3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) and to the COTR specified in Section G.8 below. The address of the CFO is:

Office of the Controller/DPR CFO
3149 16th Street, NW
Washington, DC 20010
(202) 673-7651

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

- a.** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- b.** Contract number and encumbrance number (See Solicitation Cover Sheet, Section A21.) Assignment of an invoice number by the Contractor is also recommended;
- c.** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- d.** Other supporting documentation or information, as required by the contracting officer;
- e.** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f.** Name, title, phone number of person preparing the invoice;

G.5 ASSIGNMENTS

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

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

G.6 CONTRACTING OFFICER (CO)

- G.6.1** Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Elizabeth Kilpatrick
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW Suite 700 South
Washington, DC 20001
(202) 724- 4052 Facsimile (202) 724-1473

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)

- G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered made

without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Lincoln Jenkins
Title: Coordinator/COTR
Agency: Department of Parks and Recreation
Address: 1325 S Street, NW
Washington, DC 20009
Telephone: (202) 671-2242 Facsimile (202) 939-2544

G.8.2 The COTR does not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

G.8.3 Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.9.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.9.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.10 THE QUICK PAYMENT CLAUSE

G.10.1 Interest Penalties to Contractors

G.10.10.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 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.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”) (Attachment J.5).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.5) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (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.3.3 The Contractor shall submit to DOES, no later than the 10th 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:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

- H.3.6** The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:
- (1) A good faith effort to comply is demonstrated by the Contractor;
 - (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - (4) DOES will certify 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.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.
- H.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.
- H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.4.1.1 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.4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.8 **DEPARTMENT OF LABOR WAGE DETERMINATIONS (Attachment J.2)**

H.8.1 The Contractor shall be bound by the Wage Determination No. 2105-2103, Revision No. 02, November 7, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351) and incorporated herein as Attachment J.2 of this solicitation. The

Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.9 **AUDITS, RECORDS, AND RECORD RETENTION**

H.9.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer, the State Agency and USDA may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.9.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues and expenditures of funds, provided by the District under the contract that results from this solicitation.

H.9.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

- H.9.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.9.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.9.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- H.9.7** The Contractor shall make available the books and records pertaining to the DPR Child and Adult Food Program for inspection and audit by representatives of the State Agency, the Department of Agriculture, the District's Inspector General's Office, District of Columbia's Office of the Auditor and the U.S. General Accounting Office at any reasonable time and place for a period of three (3) years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not be resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved.

H.10 **CONFLICT OF INTEREST**

- H.10.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).
- H.10.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.11 CONTRACTOR'S LICENSE

H.11.1 In the event the Contractor's operating license is revoked or the contractor has received a health rating notice of 85 or below or is closed for health code violations, the Contractor shall notify the Contracting Officer (CO) and the COTR in writing prior to the next scheduled delivery of meals. In the event the Contractor is closed for the reasons cited above, the District reserves the right to terminate the contract in writing for default without a cure notice.

H.12 CONTRACTOR'S RESPONSIBILITY

H.12.1 The Contractor shall not subcontract any part of this contract.

H.12.2 The Contractor shall operate and provide for all equipment and food service areas in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all applicable laws, ordinances, regulations, and rules of Federal, State, and Local authorities.

H.12.3 The Contractor shall not charge the District for meals cancelled 24 hours in advance of the scheduled delivery time in accordance with Section H.13.5.

H.13 DISTRICT'S RESPONSIBILITY

H.13.1 The District will arrange within the standards prescribed by the State or local health authorities, for delivery and holding of meals until time of service, and arrange for storing and refrigerating any leftover meals until the next day.

H.13.2 The District will provide the Contractor a copy of the regular school year calendar at the time of award of the contract and 30 days prior to award of each option year.

H.13.3 The District will inspect the food items delivered for compliance with the requirements of the contract immediately upon delivery while the driver is on the premises and as specified in Section C.3.4.8. If the food does not comply with the requirements of the contract, the Director at the site location will instruct the driver to return the food to the Contractor and indicate on the delivery ticket the number of meals that are being returned and the reason the meals are being returned to the Contractor. The COTR will follow up in writing to the Contractor the reason the number of meals rejected and the reasons for the rejected meals within twenty-four (24) hours after the meals are rejected.

- H.13.4** The District reserves the right to add or delete serving sites by modification of the initial list of approved sites. The District will notify the Contractor through a modification by revising Attachment J.7 of the contract, and of any changes in the approval level of meal services of such sites. The Contractor shall have 24 hours after receipt of a modification to implement a full meal service program at the additional site(s). The COTR will notify the Contractor of any deleted or added site location by 5:00 p.m. daily.
- H.13.5** The District will notify the Contractor 24 hours in advance of the cancellation of any meals at the site locations, and if necessary, provide an alternate delivery date for delivery of the meals. Cancellation of meals 24 hours in advance and/or delivery to an alternate location shall be at no additional charge to the District.
- H.13.6** The COTR shall verbally notify the Contractor as soon as it becomes aware that delivery of meals cannot be accepted at any location(s) for any reasons, including but not limited to school cancellation, broken utilities or plumbing. The District will provide a written follow up notice to the Contractor within 24 hours.

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SECTION I: CONTRACT CLAUSES

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS
(Attachment J.1)**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the 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.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in

media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications,

standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however,

notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data

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

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.8.2 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

I.8.3 Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.

I.8.4 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.5 Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

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 Attachment J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price Section (Section B), Specifications/Work Statement (Section C), Title 7 of the Code of Federal Regulations, Part 226, Hazard Analysis Critical Control Points (HACCP), Title 23 District of Columbia Municipal Regulations, Subtitle B Food and Food Operations Chapters 24-30, the District's Standard Contract Provisions (Attachment J1).

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

I.13 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use. The estimated quantities stated in this document reflect the best

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estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

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SECTION J: LIST OF ATTACHMENTS

The following documents shall be incorporated into the contract.

- J1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, November 2004
- J2** Wage Determination No. 2105-2103 (Revision No. 02, November 7, 2006)
- J3** E.E.O. Information and Mayor's Order 85-85
- J4** Tax Certification Affidavit
- J5** First Source Employment Agreement
- J6** Summary Evaluation of Contractor/Provider Past Performance (OCP Form 4001) if applicable
- J7** Site Locations
- J8** Breakfast Menus
- J9** Lunch Menus
- J10** Supper Menus
- J11** Title 7 of the Code of Federal Regulations, Section 7 CFR 226 (See http://www.access.gpo.gov/nara/cfr/waisidx_03/7cfr226_03.html)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of:

- _____
 an individual,
 a partnership,
 a nonprofit organization, or
 a joint venture.

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

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS (Attachment J.3)

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts" (Attachment J.3), dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (Title 4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3 BUY AMERICAN CERTIFICATION

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

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not to Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.

- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

The District Government contemplates award of a requirements contract with payments based on fixed unit prices.

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder submitting the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

Bidders shall submit a signed original and four (4) copies. Bids shall be typewritten in 12 point font size on 8.5" by 11" bond paper. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No.: DCHA-2007-B-0003, Child and Adult Care Food Program."**

L.2.1 The original bid shall govern if there is a variance between the original bid and the copy submitted by the Bidder. Each Bidder shall return the complete solicitation as its bid.

L.2.2 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.3 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m.** local time on **February 20, 2007.**

L.4 WITHDRAWAL OR MODIFICATION OF BIDS

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.5.1 Bids, modifications to bids, 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:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.5.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

L.5.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.5.4 Late Modifications

A late modification of a successful bid, 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 Bids

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

L.6 HAND DELIVERY OR MAILING OF BIDS

Office of Contracting and Procurement
Bid Room
441 4th Street, NW
Suite 703 South
Washington, D. C. 20001
Attn: Yvette Henry

L.7 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the Bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the

solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.9 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer Group III, 441 4th Street, NW, suite 700 South Washington, DC 2001, (202) 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Group III, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.10 BID PROTESTS

Any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.11 SIGNING OF BIDS

L.11.1 The Contractor shall sign the bid and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. The person signing the bid must initial erasures or other changes. Bids 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.11.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partnership with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

L.13 ACCEPTANCE PERIOD

The Bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.14.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;
- L.14.2** District of Columbia, if required by law to obtain such license, registration or certification. If the Bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.14.3 If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.14.4 The District reserves the right to request additional information regarding the Bidder's organizational status.

L.15 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.15.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.15.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.15.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.15.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.15.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.15.7 If the prospective Contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.16 PROVIDER'S PAST PERFORMANCE

The Contractor shall submit along with the bid at minimum three (3) past performance evaluations on OCP Form 4001 (Attachment J.6) that were completed by previous clients of the bidder. The forms shall be signed and dated by the previous clients and include an address and telephone for the person completing the form.

L.17 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders 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. Bidders 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.

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SECTION M EVALUATION FACTORS

M.1 EVALUATION OF OPTION YEARS

The District will evaluate bids 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.

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