



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

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Parks and Recreation (DPR), Office of Food and Nutrition Services (OFNS) is seeking a certified and licensed food contractor to prepare and deliver snacks and supper meals during the regular school year for its After School Snack and Supper Meals Program. The contractor shall prepare and deliver an estimated total of 125,000 snack meals and 240,000 supper meals of which an estimated total of 625 snack meals and 1200 supper meals will be delivered daily for 200 days to 55 locations.

**B.2** The District contemplates award of a requirements contract with payments based on fixed unit prices.

- a) The District agrees that it will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available (Attachment J1 – Government of the District of Columbia Standard Contract Provisions for Supply and Services Contracts, Dated March 2007, as amended, Paragraph 25.). The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. 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.3 UNIT PRICES**

Unit prices shall include labor, food, cooking, eating and serving utensils, cooking facilities, equipment, supplies, and materials; delivery services and menu planning and development.

**B.5 SERVICE/DESCRIPTION/COST****B.5.1 Base Year Period**

<b>Contract Line Item No.(CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>TOTAL ESTIMATED PRICE</b>
<b>0001</b>	<b>Meals for Snack and Supper Food Program</b>			<b>365,000</b>	
<b>0001A</b>	<b>Mid Afternoon Snack (Cold)</b>	<b>each</b>		<b>125,000</b>	
<b>0001B</b>	<b>Supper Meals</b>	<b>each</b>		<b>240,000</b>	
	<b>Estimated Total for Base Year Period</b>				

**B.5.2 Option Year 1**

<b>Contract Line Item No.(CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Estimated Total Price</b>
<b>1000</b>	<b>Meals for Snack and Supper Food Program</b>			<b>365,000</b>	
<b>1001A</b>	<b>Mid Afternoon Snack (Cold)</b>	<b>each</b>		<b>125,000</b>	
<b>1001B</b>	<b>Supper Meals</b>	<b>each</b>		<b>240,000</b>	
	<b>Estimated Total for Option Year 1 Period</b>				

**B.5.3 Option Year 2**

<b>Contract Line Item No.(CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Estimated Total Price</b>
<b>2000</b>	<b>Meals for Snack and Supper Food Program</b>			<b>365,000</b>	
<b>2001A</b>	<b>Mid Afternoon Snack (Cold)</b>	<b>each</b>		<b>125,000</b>	
<b>2001B</b>	<b>Supper Meals</b>	<b>each</b>		<b>240,000</b>	
	<b>Estimated Total for Option Year 2 Period</b>				

**B.5.4 Option Year 3**

<b>Contract Line Item No.(CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Estimated Total Price</b>
<b>3000</b>	<b>Meals for Snack and Supper Food Program</b>			<b>365,000</b>	
<b>3001A</b>	<b>Mid Afternoon Snack (Cold)</b>	<b>each</b>		<b>125,000</b>	
<b>3001B</b>	<b>Supper Meals</b>	<b>each</b>		<b>240,000</b>	
	<b>Estimated Total for Option Year Three (3) Period</b>				

**B.5.5 Option Year 4**

<b>Contract Line Item No.(CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Estimated Total Price</b>
<b>4000</b>	<b>Meals for Snack and Supper Food Program</b>			<b>365,000</b>	
<b>4001A</b>	<b>Mid Afternoon Snack (Cold)</b>	<b>each</b>		<b>125,000</b>	
<b>4001B</b>	<b>Supper Meals</b>	<b>each</b>		<b>240,000</b>	
	<b>Estimated Total for Option Year Four (4) Period</b>				

**SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE:**

The Government of the District of Columbia (DC), Office of Contracting and Procurement on behalf of the Department of Parks and Recreation (DPR), Office of Food and Nutrition Services (OFNS) is seeking a health certified and licensed contractor to prepare and deliver snacks and supper meals during the regular school year for its After School Snack and Supper Meals Program. The contractor shall prepare and deliver an estimated total of 125,000 snack meals and 240,000 supper meals of which an estimated total of 625 snack meals and 1200 supper meals will be delivered daily for 200 days to 55 locations (Attachment J9). Meal shall be delivered to approximately 55 site locations (Attachment J11).

The contractor shall provide the labor, cooking facilities and equipment, food, cooking, eating, and serving utensils, supplies and materials and delivery services required by this contract. All meals shall comply with the USDA Required Meal Patterns listed in the Code of Federal Regulations Title 7 Part 226.20 (7 CFR § 226.20) (Attachment J10.). The contractor shall prepare meals for children and adults ages 2-18.

**C.1.1 APPLICABLE DOCUMENTS**

<b>Applicable Document</b>	<b>Document Type</b>	<b>Title</b>	<b>Document Available at</b>	<b>Date</b>
1	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 <sup>th</sup> Street, NW Room 520 Washington DC 20001 or <a href="http://dcra.dc.gov/information/ABRA/index.shtm">http://dcra.dc.gov/information/ABRA/index.shtm</a>	June 1997

**C.1.2**     **DEFINITIONS**

- C.1.2.1 Beverage** – shall consist of at a minimum, 1 cup (1/2 pint, 8 fluid ounces) and shall be served with all meals.
- C.1.2.2 Code of Federal Rules and Regulations, Title 7 (7 CFR)** - its various parts and sections describes the United States Department of Agriculture’s Rules and Regulations for Food and Nutrition Services. However only Chapter II – Food and Nutrition Services, Department of Agriculture Part 226 Child and Adult Care Food Program is relevant to this solicitation. Attachment J10 provides a copy of 7 CFR § Part 226 in its entirety.
- C.1.2.3 Condiments** – sugar, butter, salad dressing, mustard, ketchup, mayonnaise, salt and pepper, relish and like items.
- C.1.2.4 Food Component** – one of the following four categories of food groups established by USDA regulations: fluid milk, meat or meat alternatives, vegetables or fruits, wholegrain or enriched bread. (A food item that can be identified by name in a particular food group, for example, an apple in the fruit or carrots in the vegetable group, milk in the dairy group, bread in the grains group and roast beef in the meat group.).
- C.1.2.5 Meal** – an individual serving of a meal type consisting of the required food components and priced as a unit.
- C.1.2.6 Meal Portion** – serving size.
- C.1.2.7 Mid-Afternoon Snack** – at a minimum an 8 oz. of fluid-milk. One (1) ounce (oz) of meat and one-half ½ cup of vegetable or fruit juice. One (1) slice of enriched or whole grain bread or wholegrain or enriched substitute components. Snacks are a combination of nutritious food components as defined by the National School Lunch Program that are offered as a unit and served during the time between lunch and the evening meal.
- C.1.2.8 Nutritionally Balanced** – at a minimum the portions and requirements outlined in 7 CFR § 226.20 for meal pattern requirements for breakfast, lunch, dinner/supper and snacks.
- C.1.2.9 Program** – means the After School snack and Supper programs
- C.1.2.10 Utensils** – disposable eating and serving items, such as plates, cups, napkins spoons, forks, knives, foil wrappings and straws as needed. The eating utensils such as knives, forks, spoons napkins and straws may be packaged individually or combined. Cooking utensils such as metal pans, large spoons, spatulas, drain spans, tongs,

knives used to serve the food shall be provided daily as needed. The District's policy in purchases of paper products, such as plates or napkins is to give a preference to products containing post consumer recycled waste paper, so long as their price does not exceed 10% of the price of non-recycled paper products.

## **C.2 BACKGROUND**

**C.2.1** The United States Department of Agriculture (USDA) After School Snack and Supper Programs exist to initiate, maintain, and expand nonprofit food service programs for participants in the nonresidential institutions which provide care. The purpose of the After School Snack and Supper Program is to enable the nonprofit institutions to integrate nutritious food services with regularly scheduled after school activities in an organized, structured and supervised environment in geographical areas served by a school in which 50 percent or more of the enrolled children are eligible for free or reduced price school meals.

## **C.3 REQUIREMENTS**

The Contractor shall provide the labor, cooking facilities, equipment, food, utensils and delivery services to furnish breakfast, lunch, dinner and mid-afternoon snacks to 60 sites including recreation centers, Boys & Girls clubs, charter schools, Faith Based Organizations, and local community outreach center Monday through Friday during the months when regular school is in session which generally August 23, 2011 to June 24, 2011 with the exception of school and legal holidays (Attachment J9 List of Site Locations.) In fulfillment of this requirement, the Contractor shall:

### **C.3.1 MENU PLANNING AND DEVELOPMENT**

**C.3.1.1** The Contractor, in consultation with DPR Administrator, shall plan and develop menus, menu cycles, and any variation of previously accepted menus for children between the ages of two (2) through 18 years old in accordance with the Requirements for Meals in 7 CFR § 226.20 (See Attachment J10.). Changes to the menus shall not be permitted prior to approval from DPR/OES Contract Administrator (CA).

**C.3.1.2** The Contractor shall submit monthly menus with a nutritional breakdown of menu items 30 days in advance of serving for prior approval from the (CA).

### **C.3.2 MEAL PREPARATION**

Meal Preparations shall include but not limited to the following:

- C.3.2.1** The Contractor shall utilize only USDA “commercial grade beef”, grade AA eggs, grade A poultry, U.S. Choice grades of beef and lamb for pot roast and stew, No.1 grade pork, grade A or fresh and frozen vegetables and fruits and only grade A or B canned vegetables.
- C.3.2.2** The Contractor shall not use beef imported from Great Britain in the manufacturing of products for consumption.
- C.3.2.3** The Contractor shall assure that all products are USDA inspected.
- C.3.2.4** The Contractor shall provide food substitutions that are required due to allergies or religious reasons when requested by the CA within 24 hours.
- C.3.2.5** The Contractor shall prepare all foods to meet the food and food operations requirements and standards outlined in 23 DCMR Alcoholic Beverages and Food, Subtitle B Food and Food Operations, Chapters 24-30 (Applicable Document # 1).
- C.3.2.6** The Contractor shall ensure that all uncooked food items are clean and free from blemish.
- C.3.2.7** The Contractor shall replace menu items that have not been satisfactorily received by the children and staff with a menu item that previously received approval from the CA.
- C.3.2.8** The Contractor shall provide a designated project manager who shall be responsible for monthly visits to each childcare center to monitor food acceptance by the children and staff at the centers.
- C.3.2.9** The Contractor shall develop an evaluation form and issue the evaluation form on a monthly basis to each Childcare Center Director. However, the Contractor must receive approval of the form from the CA prior to issuance. The Contractor shall ensure that the monthly evaluation forms are completed, collected, and findings summarized and submitted to the CA as described in F.3.1.
- C.3.2.10** The Contractor shall receive from DPR meal production counts on Friday of each week for the following week. Meal Production requirements shall be based on child enrollment.
- C.3.2.11** The Contractor shall maintain a continuous quality assurance control program and to ensure that all meals are prepared, assembled and delivered in accordance with Attachment J10, US.C. 342-343-1 and 23 DCMR Alcoholic Beverages and Food, Subtitle B, Food and Food Operations Chapters 24-30 (Applicable Document 1). The contractor shall deliver the grade, quality and quantity of food components and meals, as specified in the specifications and the terms and conditions of this contract.

**C.3.2.12** The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1837 (h)) (Applicable Document 2), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) (Applicable Document 3). If the Contractor is cited for violation of the above standards, orders or requirements, the Contractor shall report the violation to the CA in writing within 24 hours of the citation.

### **C.3.3** **MEAL SCHEDULE**

**C.3.3.1** The Contractor shall deliver the meals Monday through Friday during the regular school year, June through August, unless otherwise changed by the CA, in accordance with the schedule below:

<b>MEAL</b>	<b>MEAL SCHEDULE</b>	<b>DELIVERY TIME</b>
Afternoon Snack	3:30 P.M.	Between 10:30 AM -2:30 PM Monday through Friday
Supper	6:30 P.M.	Between 10:30 AM-2:30 PM. Monday through Friday

### **C.3.4** **MEAL DELIVERY**

Meal delivery shall include at a minimum the following:

- C.3.4.1** The Contractor shall deliver in accordance with the meal schedule described in C.3.3.1. The Contractor shall not make deliveries to DPR/OES childcare centers on Saturday, Sunday, or on school and legal holidays unless specified otherwise.
- C.3.4.2** The Contractor shall include with each delivery all condiments and utensils as defined on pages 9 and 10 of this solicitation.
- C.3.4.3** The Contractor shall deliver all meals and beverages together to each center location.
- C.3.4.5** The Contractor shall label each food package with the content, quantity, site address and the date the food was prepared.
- C.3.4.6** The Contractor shall deliver all beverages and cold food in refrigerator trucks or insulated coolers at a maximum temperature of 45 degrees.
- C.3.4.7** The Contractor shall place all beverages in a cooler filled with ice for delivery to the centers. The Contractor shall ensure that the beverages maintain a maximum temperature of 45 degrees.

- C.3.4.8** The Contractor shall deliver only items and quantities ordered by the DPR/OFNS. Shortages in quantities as a result of an error made by the Contractor shall be corrected with a “Special” delivery before the scheduled serving time. If the shortage cannot be made up from the inventory at the DPR/OFNS, the “Special delivery shall be at the expense of the Contractor.
- C.3.4.9** The Contractor shall instruct its drivers to wait at least ten minutes after delivery of the food while the DPR staff at the child care centers inspect the food items delivered for compliance. If the food does not comply with the requirements of the contract, the DPR staff shall 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. The contractor shall provide the DPR staff a copy of the delivery ticket.
- C.3.4.12** The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications and not replaced before the time for serving meals.
- C.3.4.13** The Contractor shall be responsible for any excess cost incurred by the District from purchasing meals from other sources because of noncompliance by the Contractor. The District reserves the right to obtain meals from other sources, if any meals are rejected due to lack of performance or delivery
- C.3.4.14** The Contractor shall acquire a signature and the date of delivery on the delivery ticket from the Director of each childcare center to verify that all food and beverages were delivered to the center in accordance with contract.
- C.3.4.15** The Contractor shall obtain written approval from the CA prior to making any deviations to the delivery requirements.

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

- C.3.5.1** The Contractor’s refrigeration equipment shall have thermometers which are easily readable, in proper working condition, and accurate, within a range of plus or minus two degrees ( $\pm 2^\circ$ ).
- C.3.5.2** The Contractors’ refrigeration equipment shall be properly maintained and defrosted as necessary to prevent accumulation of frost or ice.
- C.3.5.3** 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.3.5.4** The Contractor shall not store supplies unrelated to the food operation in the food preparation area.
- C.3.5.5** 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.3.5.6** The Contractor shall maintain adequate facilities for the collection and storage of all garbage, trash, and other refuse accumulating in its cooking facility.
- C.3.5.7** The Contractor shall utilize vehicles for transportation of food that comply with regulations set forth in 23 DCMR Alcoholic Beverages and Food, Subtitle B, Food and Food Operations, Chapters 24-30 (Applicable Document # 1.).
- C.3.5.8** All trash and storage areas in the Contractor's cooking facility shall be vermin proof.
- C.3.5.9** The Contractor shall maintain a copy of its current health and facility number(s) for its cooking kitchen and storage/warehouse facility such as the following;
1. Location/Name (s);
  2. License Number (s);
  3. Date of Last Rating; and
  4. Last Rating Score
- C.3.5.10** The Contractor shall maintain license and permits that are required by USDA and Federal and Local laws and regulations, or applicable jurisdiction.

**C.3.6** **STAFFING**

The Contractor shall provide at a minimum the following:

- C3.6.1** The Contractor shall provide food handler certificates of training from its applicable jurisdiction for all staff that handles the food or drink during the preparation or serving of the food. The Contractor shall maintain a copy throughout the duration of the contract of the food handler training certificates for all staff who handle the food or drink during preparation or serving, or who come in contact with any eating or cooking utensils.
- C.3.6.2** The Contractor shall employ a chief cook with at a minimum of three years experience to include a minimum of one-year experience in food preparation for children and adults ages 2 through 18.

**C.3.6.3** The Contractor shall employ a registered and certified dietitian with requisite experience in food and nutrition or public health and at least three years experience in developing menus for children and adults ages 2 through 18.

**C.3.6.4** The Contractor shall employ a project manager who has a minimum of one year of managerial experience.

**C.3.7**     **REPORTS**

**C.3.7.1** The Contractor shall submit a written monthly report to the CA no later than the fifth (5<sup>th</sup>) of each month. The monthly report shall include at a minimum the following:

- (a) A corrective action to any request, opinion and or complaint submitted to the Contractor in writing or verbally by DPR.
- (b) The number of meals served daily per center.
- (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.

**SECTION D: PACKAGING AND MARKING**

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 2002, Attachment J1.

**D.1 PACKAGING**

The following instruction shall be used for packaging:

- D.1.2** Cold meal bulk containers shall be made of non-toxic materials (plastic or paper board wedge, sealed with polystyrene film) and the overlay shall be airtight to ensure proper sanitation and have the capacity of maintaining meals in accordance with 23 DCMR Alcoholic Beverages, Subtitle B Food and Food Operations, Chapters 24 through 30 as applicable (Applicable Document # 1.). Bulk packaged cereals shall not be used. Cold bulk containers must have sanitary appearance and be free from dirt, cracks, and broken fasteners.
- D.1.3** Fresh fruit, bread products, pastries and any other food components that are not delivered in bulk, shall be individually packaged in plastic or paperboard wedge and sealed with polystyrene film.
- D.1.4** All condiments and eating utensils shall be packaged individually or combined in plastic or paperboard wedge and sealed with polystyrene film.
- D.1.5** All food shall be delivered to the designated DPR personnel in insulated carriers or an ice chest for cold foods. The insulated carriers and ice chests shall be free of debris and meet all standard sanitary guidelines.
- D.1.6** Each food package shall be identified by a nametag and contain an expiration date, if applicable.

**D.2 FOOD LABELING**

**D.2.1** 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;
4. Name of Site for Delivery

**SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract will be governed by of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2002, Attachment J1.

**E.1 SUPERVISION AND INSPECTION**

- E.1.1** 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.1.2** The District 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 and specifications of the contract.
- E.1.3** The District reserves the right to inspect Federal or District reports on the quality of the specific meals to be delivered under this contract.
- E.1.4** The District's CA or designee in coordination with the Contracting Officer will, as applicable, issue corrective actions to the Contractor in accordance with the Government of the District of Columbia Standard Contract Provisions (Attachment J1).
- E.1.5** The District will monitor the Contractor's performance in accordance to adherence to reporting requirements and request for information as described in C.3 of this solicitation including method of delivery and due dates for contract deliverables as described in F.3.1 of this solicitation.

**E.2 FAILURE TO DELIVER**

- E.2.1** If the Contractor fails to make a scheduled delivery or fails to deliver within the time specified, or delivers items that do not conform to the specifications, or if the Contractor fails to notify DPR/OFNS of non-delivery, liquidated damages may be assessed as set forth below in paragraph E.2.2 of this contract.
- E.2.2** The Contractor shall pay liquidated damages, subject to provisions of Article 5 Termination Delays of the General Provisions. In the case of late or non-deliveries and delivers that do not conform to the specification of the contract or if the contractor fails to complete a delivery, the Contractor shall be assessed the unit price per meal times the total number of meals affected plus an administrative fee of \$50.00 per site location.

**E.2.3** Shortages in quantities as a result of an error made by the Contractor shall be made with a “Special” delivery before scheduled serving time. If the shortage cannot be made up from the inventory at the DPR/OFNS, the “Special” delivery shall be at the expense of the Contractor. All “Special” deliveries will undergo inspection consistent with regularly scheduled deliveries. The Contractor will be reimbursed for “Special” deliveries received in accordance with the meal schedule; “Special” deliveries that are late will be at the expense of the Contractor.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 TYPE OF CONTRACT**

The District will award a requirement contract with payments based on fixed unit prices.

**F.2 TERM OF CONTRACT**

**F.2.1** The term of the contract shall be for a period of one (1) year from the award date specified on page 1 of the contract.

**F.2.2 OPTION PERIOD**

**F.2.2.1** The District may extend the term of this contract for up to four (4) one- (1) year periods or a fraction of a year.

**F.2.2.2** The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

**F.2.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.3.1** The District may extend the term of this contract for a period of one (1) year, or a fraction thereof, or by written notice to the Contractor before the expiration of the contract; provided, that the government shall 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 government to an extension. The exercise of option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) days preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.3.2** If the District exercises the option, the extended contract shall be considered to include this option provision.

**F.2.3.3** The price for the option period shall be as specified in the contract.

**F.2.3.4 EVALUATION OF OPTIONS**

**F.2.3.4.1** The bidder shall include option year prices in its offer. An offer may be determined non-responsive if the bidder fails to include option year pricing. The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Government to exercise the option years. The District's total requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**F.3 DELIVERABLES**

**F.3.1** The Contractor shall deliver the following:

<b>Deliver</b>	<b>Deliverable</b>	<b>Est. Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
1	Meals	625 snack meals and 1200 supper meals daily	As described in C.3.3-C.3.4	Daily (Monday See Meal Schedule C.3.3)
2	Monthly Menus with Nutritional Breakdown	12 per year	As described in C.3.1.2	The 5 <sup>th</sup> day of the proceeding month.
3	Monthly Evaluation Forms for each Childcare Center Director	264	As described in C.3.2.9	The 5 <sup>th</sup> day of the proceeding month.
4	Monthly Reports	12	As described in C. 3.7	The 5 <sup>th</sup> day of the proceeding month.
5	Documentation of Unforeseen Emergency Situations	As Applicable	As described in H.7.2	Within an hour of the emergency situation
6	Health Ratings and Inspection Reports	As Applicable	As described in C.4.1	Within 10 days of the inspection.
7	Citations for violation of applicable standard, orders, or requirements under the Clean Air Act, Clean Water Act and Environmental Protection Agency regulations	As Applicable	As described in C.3.2.12	Within 24 of the Citation

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

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

### **G.2 INVOICE SUBMITTAL**

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

Department of Parks and Recreation  
Office of the Controller/Agency CFO  
3149 16<sup>th</sup> Street, NW  
Washington, DC 20010  
(202) 673-3032  
(202) 673-4358 (fax)

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

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

**G.2.2.2** Contract number and invoice number;

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

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

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

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

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

**G.2.2** Authorized signature.

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

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

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

**G.4 PAYMENT**

**G.4.1** Unless otherwise specified in this contract, the District will pay the Contractor on a monthly basis for services provided under this contract after:

- a. The amount due on the services warrant payment; and
- b. The Contractor presents to the CA a complete and accurate invoice detailing locations where services were provided and the number of meals served daily during the month at each site location.

**G.4.2 DELIVERY TICKETS/ORDER FORMS**

The contractor shall supply the order forms and receive the completed orders on the day(s) that a delivery is made to DPR/FNS. Order forms shall be in triplicate and are not considered an invoice. The Order forms shall include the following

- a. The contractor shall utilize delivery tickets to record each delivery.
- b. Each delivery ticket shall comprise of a minimum of three (3) carbon copies. The original copy shall be mailed or delivered with the invoice to the ordering agencies or as specified in the order issued against the contract and the remaining two copies of the delivery ticket shall be left with each delivery.
- c. Under no circumstances shall the Contractor make corrections 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 from the CA.

- d. Delivery tickets submitted with invoices for payments with missing and/or incorrect information shall be returned to the Contractor. Payments in such instances shall be made only upon receiving written verification from the delivery location acknowledging the error and the receipt of the product.
- e. 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 CA or designee printed name, telephone number and signature on the delivery ticket. Upon delivery of the products, the Contractor shall request the CA or designee to print and sign its name and telephone number.

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

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice 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 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

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

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

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

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

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

Silvester A. Howell  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW Suite 700 South  
Washington, DC 20001  
(202) 724-4197

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

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

Mark McCain  
Chief  
Office of Food and Nutrition Services  
DC Department of Parks and Recreation  
Phone: 202-716-9835  
Fax: 202-541-9519  
Email: [mark.mccain@dc.gov](mailto:mark.mccain@dc.gov)

**G.9.2** The address and telephone number of the CA is:

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

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

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** 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.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

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

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision 10, dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.2 KEY PERSONNEL**

**H.2.1** The key personnel specified in the proposal shall be considered essential to the requirements for the performance of work hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The Offeror shall not reassign these key personnel or appoint replacements without written permission from the Contracting Officer.

**H.2.2** At a minimum key personnel shall include the following:

1. Dietitian;
2. Chief Cook; and
3. Project Manager

## **H.2 LIQUIDATED DAMAGES**

- H.2.1** If the Contractor fails to make a scheduled delivery or fails to deliver within the time specified, or delivers items that do not conform to the specifications, or if the Contractor fails to notify DPR.OES of non-delivery, liquidated damages may be assessed as set forth below in paragraph E.2.2 of this contract.
- H.2.2** The Contractor shall pay liquidated damages, subject to provisions of Article 5 Termination Delays of the General Provisions. In the case of late or non-deliveries and delivers that do not conform to the specification of the contract or if the contractor fails to complete a delivery, the Contractor shall be assessed the unit price per meal times the total number of meals affected plus an administrative fee of \$50.00 per site location.
- H.2.3** Shortages in quantities as a result of an error made by the Contractor shall be made with a “Special” delivery before scheduled serving time. If the shortage cannot be made up from the inventory at the DPR/OES, the “Special” delivery shall be at the expense of the Contractor. All “Special” deliveries will undergo inspection consistent with regularly scheduled deliveries. The Contractor will be reimbursed for “Special” deliveries received in accordance with the meal schedule; “Special” deliveries that are late will be at the expense of the Contractor.

## **H.3 DISTRICT’S RESPONSIBILITY**

- H.3.1** The District shall provide the Contractor with meal production counts on Friday of each week for the following week.
- H.3.2** The District shall deduct 50% of the cost per student times the unit price per meal for incomplete meals or missed deliveries.
- H.3.3** The District shall notify the Contractor, in writing, of the number of meals rejected and the reasons for the rejected meals within twenty-four (24) hours after the meals are rejected.
- H.3.4** The District reserves the right to add or delete food services sites by modification of the initial list of approved sites. The District shall notify the Contractor through a modification by revising Attachments J7 and J8 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 CA will notify the contractor of any deleted or added site location by 5:00 p.m. each Friday for the upcoming week. This shall include the change of delivery location for centers that have scheduled field trips.

**H.3.5** Emergency circumstances at the site precluding utilization of meals are the concern of the District. The District may cancel orders provided it gives the Contractor at least twenty-four (24) hours written notice or a lesser period, if mutually agreed upon. For weather emergencies, DPR/OES will follow the decision or policy established by the District of Columbia Public Schools.

**H.3.6** The District shall notify the contractor when food substitutions are needed due to allergies or religious reasons.

**H.3.7** The District shall notify the contractor, in writing 10 days in advance prior to need to deliver food for field trips and to campsites.

**H.3.8** The District shall give the Contractor an alternate delivery date and time in writing which shall satisfy the needs at the site(s) missed in the delivery process required to delivery only quantities for orders made by DPR/OES prior to delivery.

#### **H.4** **CONTRACTOR RESPONSIBILITIES**

**H.4.1** The Contractor shall provide management supervision at all times throughout the duration of the contract and maintain constant quality assurance control inspections to check for portion size, appearance and packaging in addition to the quality of the food and services provided under the contract.

**H.4.2** In the event of unforeseen emergency circumstances, the Contractor shall within one hour notify the CA by telephone at (202) 671-0372 followed by facsimile at (202) 671-2796 of the following:

- a. The impossibility of on-time delivery;
- b. The circumstances(s) precluding delivery; and
- c. A written statement of whether or not succeeding deliveries shall be affected.

**H.4.3** If a delivery cannot be followed for any reason, the Contractor shall immediately notify the CA or designated representative. The Contractor shall provide DPR/OES by telephone and in writing the reason for non-delivery. If the reason is accepted, the DPR/OES designee shall give the Contractor an alternate delivery date and time in writing which shall satisfy the needs at the site(s) missed in the delivery process required to delivery only quantities for orders made by DPR/OES prior to delivery.

**H.4.4** In the event that circumstances beyond control of the Contractor prevent the Contractor from delivering meals per the approved menu, the Contractor shall obtain verbal and written authorization from the CA for food substitution prior to delivery of the meals. The Contractor shall notify the CA within sufficient time to permit consideration of the substitution request and timely delivery of the affecting meal.

**H.4.5** The Contractor shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all applicable laws, ordinances, regulations, and rules of Federal, State, and Local authorities.

**H.4.6** The Contractor shall maintain a quality assurance control program and provide along with the proposal a written copy of its quality assurance control program and at all times maintain a copy of the quality assurance control program in its cooking facility and warehouse/storage area.

## SECTION I: CONTRACT CLAUSES

### I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### I.2 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
  2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide

a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

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

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

G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**Silvester A. Howell**  
**Contracting Officer**  
**441 4<sup>th</sup> Street, NW Suite 700 South**  
**Washington, DC 20001**  
**(202) 724-4197**

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

### **I.3 ORDER OF PRECEDENCE**

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

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

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

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference. However, only J.1, J.2, J.5, J.6, J.9 and J.10 will be incorporated in the final contract.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 10, Date June 15, 2010
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.9</b>	Sample Menus
<b>J.10</b>	List of Site Locations with Contact Information
<b>J.11</b>	Code of Federal Regulations Title 7 Part 226.20 available at <a href="http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&amp;tpl=/ecfrbrowse/Title07/7cfr226_main_02.tpl">http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&amp;tpl=/ecfrbrowse/Title07/7cfr226_main_02.tpl</a>

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The Offeror, 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 Offeror is a foreign entity, it operates as:

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

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (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 Offeror 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.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 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.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror 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 Offeror 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 Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the Offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the Offeror'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 Offeror's organization);***

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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 Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

**K.8 CERTIFICATION OF ELIGIBILITY**

The Offeror’s signature shall be considered a certification by the signatory that the Offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the Offeror’s organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the Offeror. Providing false information may result in criminal prosecution or administrative sanctions.

---

---

---

---

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award, but is not obligated to award, a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

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

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and one electronic copy in Microsoft Word on a CD of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: **"Proposal in Response to Solicitation No: DCHA-2011-R-0511, title and name of Offeror"**.

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

**L.2.1.1** The Offerors are directed to Sections M.1, Evaluation for Award, M.2 Technical Rating, and M.3, Evaluation Criteria, which includes the Evaluation Factors described in solicitation. The information requested below shall facilitate the evaluation and selection of proposal representing the best value for the District in accordance with Sections M.1, M.2, and M.3 of the solicitation.

**L.2.1.2** Offerors are directed to the Evaluation Factors as described in M.3.2 and the interdependent relationship that exists between the Evaluation Factors described in

Section M.3.2, the requirements described in Section C of the solicitation and the instructions to Offerors described in Section L.2.

- L.2.1.3** Offeror's technical and price proposals shall provide a Table of Content to identify the location of the Offeror's response to the required information for each Evaluation Factor as well as any attachment, exhibits or other supporting documentation included by the Offeror. Information contained in the Technical Proposal of the Offeror's proposal shall **NOT** provide information or reference any information contained the Price Proposal.
- L.2.1.4** The Offeror's technical and price proposal shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the required information described in Section L.2 in a clear concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing the information requested in Section L.2 to substantiate the Offeror's abilities to perform the requirements described in Section C, will be unacceptable.
- L.2.1.5** The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described below. Information provided by the Offeror will allow the District to assess the Offeror's knowledge, capacity, and experience to perform the requirements of the contract as described in Section C, the assessment will then result in an evaluation of the Offeror's response in accordance with the Evaluation Criteria as described in Section M.3.2 of the solicitation.

To facilitate the review, assessment, and evaluation of the Offeror's proposal, responses shall be organized and presented in the order presented below.

## **L.2.2 TECHNICAL PROPOSAL**

The Offeror's Technical Proposal shall be organized and submitted in the following separately labeled sections:

Technical Approach  
Technical Capacity  
Past Performance/Previous Experience

Each section, at minimum, shall contain the attachments and narrative as described below:

### **L.2.2.1 Technical Approach:**

The information contained in this section shall facilitate the evaluation of the Offeror's knowledge and understanding to provide snack and supper meals for children between the ages of two (2) through 18 years old in accordance with the Requirements for Meals in 7 CFR § 226.20 (See Attachment J11.).

**Narratives: Provide a narrative that demonstrates the following:**

- a. USDA Requirements and Federal and Local Laws  
Knowledge, inclusion and application of the USDA requirements contained in 7 CFR Section 226, Child and Adult Care Food Program including Required Meal Patterns, Section 226.20 as well as Federal and local laws applicable to food and food related operations. (Section C.3)
- b. Title 23 Municipal Regulations and Local Laws  
Knowledge, inclusion of requirements regarding local laws that is applicable to food preparation and distribution services (C.3.2.5)
- c. Service Description and Methodology  
Knowledge and understanding of the services to be provided including menu planning and development (C.3.1) and meal preparation (C.3.2) incorporating quality assurance control programs and evaluation of services. (C.3.1 and C.3.2)

**L.2.2.2 Technical Capacity**

The information requested in this section shall facilitate evaluation of the Offeror's technical capacity to provide snacks and supper meals to children between the ages of two (2) through 18 years old in accordance the Meal Schedule (C.3.3) including the Offeror's ability to adhere to the delivery (C.3.4), facility, equipment and storage standards (C.3.5), staffing (C.3.6), and reporting (C.3.7) requirements to provide the meals.

Narrative: Provide a narrative that demonstrates the following:

The Offeror shall provide relevant information to substantiate the Offeror's technical capacity and ability to provide the required services including, methodology to meet the delivery schedules and requirements, the appropriateness of the Offeror's facilities and equipment, the Offeror's qualifications and credentials of its staff and the Offeror's ability to maintain the required documentation and produce the required reports as described in Section C.3.7.

Proposals must include, but need not to be limited to, the following:

**Attachments:**

- a. Name, Address, Telephone Number, Federal Identification Number and Dun and Bradstreet Number of the Offeror;
- b. Copy of the Offeror's current business license, registration, or certification to transact business in the District of Columbia and/or the governing

jurisdiction where the company is located, if required by law to obtain such license, registration or certification of as well as Federal and local certificates and permits (C.3.5, C.3.5.7 and C.3.5.9);

- c. Copy of the Offeror current and previous last two health inspection reports and the facility number of each of the Offeror's facilities to be utilized in the performance of the required services including the location/name(s), license number(s); date and result of last inspection/rating including the Offeror's rating (C.3.5);
- d. Organizational Chart including the Offeror's staff that will contribute to the services to be provided under the contract. The organizational chart shall at a minimum clearly indicate the Offeror's Project Manager, Nutritionist, Chief Cook and Food Handlers (C.3.6) ;and
- e. Staff qualifications including resumes, certifications, and licenses as appropriate for each of the Offeror's staff including the Project Manager, Nutritionist, and Chief Cook, as well as Food Handler's Certificates for each of the Offeror's staff that prepare the food and delivers the food for services under the contract (C.3.6.2 and C.3.6.3).

### **Narrative**

#### a. Delivery

Describe the Offeror's proposed routing schedule to be utilized in the delivery of meals (C.3.4) to the required multiple locations (Attachment J.9) in accordance with the meal schedule (C.3.3) including acknowledgment and discussion of the importance of timely delivery (C.3.3 and C.3.4) of the quality meals and the understanding of the required actions and consequences in the event the Offeror fails to meet the terms and conditions of the contract (C.3, C.4, C.3.5, C.3.6 and C.3.7); and

#### b. Facilities

Describe the Offeror's facilities, equipment, and storage capacity (C.3.5) to perform the required services. The description shall include at a minimum a description of the Offeror's facilities to be utilized to prepare the meals, equipment to be used in the delivery of meals including delivery vehicles, description of insulated carriers, coolers, and a description of the Offeror's storage facilities.

### **L.2.2.3 Past Performance/Previous Experience**

The information requested in this section shall facilitate evaluation of the Offeror's past performance and previous experience including quality of services

provided, timeliness of performance, business practices and customer satisfaction in providing meals to populations similar to those to be served under the contract.

Proposal **must** include, but need not be limited to, the following:

Attachments:

- a. Provide three performance evaluations on the form in the Attachment J.12 from the Offeror's existing or past customers/clients. Past clients shall be within the past five (5) years.
- b. Provide a list of five (5) contracts awarded to the Offeror, active and expired, during the past five (5) years that are similar in scope to the requirements described in Section C of the solicitation. The Offeror shall provide names of contracts other than the three performance evaluations provided in (a) above. The following information shall be provided for **each** contract.
  - (1) Name of the contracting organization;
  - (2) Contract Number (for subcontract, provide the prime contract number and subcontract number, if any);
  - (3) Contract Type (Requirements, Labor Hours or etc.);
  - (4) Brief description of the requirement;
  - (5) Contracting Officer's name and telephone number; and
  - (6) Program Manager's name and telephone number and alternate contact person name and telephone number.

The District may, utilize the Past Performance Evaluation found in attachment J.12, or solicit Past Performance Evaluations from a minimum of three (3) contracts provided by the Offeror. The District may select from the contracts and contact information provided by the Offeror to obtain Past Performance Evaluations. The information obtained from completed Past Performance Evaluations will facilitate the District's evaluation of the Offeror quality of services provided, timelines in service delivery, business practices and overall satisfaction with the Offeror's performance relevant to the Offeror's delivery of the required and relation services as described in Section C.3.

In the event of an unfavorable past performance evaluation or rating, the Offeror will be provided an opportunity to prepare a response to the unfavorable evaluation.

**L.2.2.4 TASTE TEST**

Each Offeror shall prepare and deliver ready to serve food in accordance with C.3.1, C.32, and C.3.4 for a Taste Test. Offerors will be notified five (5) days prior to the Taste Test which will be held at 441 4<sup>th</sup> Street, NW Washington, DC 20001 between the hours of 12:00 p.m. and 2:30 p.m. December 6 and 7, 2010 unless otherwise changed. Offerors will be notified by the District which day and time each Offeror is scheduled to participate in the taste test. The food provided by the Offeror for the Taste Test shall be planned, developed, prepared and delivered in accordance with the terms and conditions of the solicitation and shall include all of the food items listed in the menus below:

**Supper Meals**

Meal# 1: Ham Turkey and Cheese on Kaiser Roll  
Mixed Fruit Cup  
Juice and Milk  
Condiments and Utensils

Meal # 2: Tuna Salad on Whole Grain Bun  
Lettuce and Slice Tomato on the side  
Peach Cup  
Juice and Milk  
Condiments and Utensils

Meal # 3: Ham Hoagie with Cheese, Lettuce, and Tomato  
On Seeded Bun  
Seasonal Fruit (Fresh)  
Juice and Milk

Meal # 4: Garden Salad with Turkey and Cheese  
Dressing (Sorted packets)  
Crackers  
Seasonal Fruit (Fresh)

**Snack Meals**

Meal # 1: Low Fat Yogurt  
Orange Juice

Meal #2 Apple Cinnamon Reduced Fat Whole Grain Muffin  
1% Low Fat Milk

Meal # 3 Multigrain Sun Chips  
Orange Juice

**L.2.2.4.1** The sample meals shall be boxed and accompanied by eating utensils, straws and condiments, if required to consume the meal.

**L.2.2.4.2** Each Offeror submitting a proposal for the required services in this solicitation is required to participate in the Taste Test and shall provide enough food for 10 people. Failure to furnish food samples by the time specified herein shall be cause for the Offeror's Offer to be rejected.

**L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.3.1 Proposal Submission**

Proposals must be submitted no later than **November 29, 2010 at 2:00 p.m.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

**L.3.2 Withdrawal or Modification of Proposals**

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

**L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have

been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

#### **L.3.4 Late Modifications**

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

#### **L.3.5 Late Proposals**

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

#### **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

#### **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Silvester Howell, 441 4<sup>th</sup> Street, NW Suite 700 South Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

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

**L.7 PROPOSALS WITH OPTION YEARS**

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

**L.8 PROPOSAL PROTESTS**

Any actual or prospective Offeror 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 ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

**L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

**L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

Yvette Henry  
Senior Contract Specialist  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW Suite 700 South  
Washington, DC 20001  
(202) 724-4792  
(202) 727-8843 (facsimile)  
[yvette.henry@dc.gov](mailto:yvette.henry@dc.gov)

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.16 BEST AND FINAL OFFERS**

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

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of Offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors 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. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all 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.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** 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.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

**SECTION M - EVALUATION FACTORS****M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

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

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

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

### **M.3 EVALUATION CRITERIA**

Each following evaluation factors will be used by the District to evaluate the services. Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA ( 80 Points Maximum)**

#### **M.3.2 EVALUATION FACTORS**

Each of the following evaluation factors will be used by the District in evaluating the services proposed by the Contractors under this solicitation. The Contractor should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Contractor satisfies the requirements within the factor and significant sub factors as well as the proposals deficiencies, weaknesses and risks to the District.

The evaluation factors are as follows:

##### Technical

Technical Approach	0 - 40 Points
Technical Capacity	0 - 25 Points
Past Performance/Previous Experience	0 - 15 Points

Cost or Price	0 - 20 Points
---------------	---------------

A description of each evaluation factor and significant sub factors, point value and relative importance follows.

<b>TECHNICAL EVALUATION FACTORS</b>		
<b>Evaluation Factor</b> Significant Sub factors	<b>Point Value</b>	<b>Relative Importance</b>
<b>Technical Approach</b>	<b>0 - 40 Points</b>	<b>Technical Approach</b> is more important than Technical Capacity, Past Performance/Previous Experience and Price
Knowledge of and Understanding of USDA Requirements, Federal and Local Laws and Service Delivery Description and Methodology	0- 15	
Taste Test Degree of like or dislike of the food based on freshness, smell, taste, quantity, presentation, packaging, and appearance	0- 25	
<b>Technical Capacity</b>	<b>0 - 25 Points</b>	<b>Technical Capacity</b> is more important than Past Performance/Previous Experience and Price but less important than Technical Approach
Facilities, Equipment, and Storage Inspection Ratings, location of facility, and storage space and condition	0 - 15	
Staff Qualifications	0 - 10	
<b>Past Performance/Previous Experience</b>	<b>0 - 15 Points</b>	<b>Past Performance/Previous Experience</b> is less important than Technical Approach, Technical Capacity, and Price.
Past Performance/Previous Experience Performance evaluations received from previous clients, contracts of similar scope	0 - 15	
<b>PRICE EVALUATION FACTORS</b>		
<b>Price</b>	<b>0 – 20 Points</b>	<b>Price</b> is more important than Past Performance/Previous Experience but less important than Technical Approach and Technical Capacity

**M.3.2 PRICE CRITERION ( 20 Points Maximum)**

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.5.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

**M.5.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.