

SOLICITATION, OFFER, AND AWARD		1. Caption APRA Food Service		Page of Pages 1 59	
2. Contract Number	3. Solicitation Number DCHC-2007-B-0041	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 6/7/2007	6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside-SBE (Personal Svcs) <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Group VI 441 4th Street, NW Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Group VI 441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC 20001 Attn: Jennifer Wimbish		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00 PM local time 9-Jul-07
(Hour) (Date)

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

10. For Information Contact	A. Name Jennifer Wimbish		B. Telephone (Area Code) (Number) (Ext) 202 724 4960		C. E-mail Address jennifer.wimbish@dc.gov
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OFFER

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) James H. Marshall	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia



Office of Contracting & Procurement

SECTION B
SUPPLIES OR SERVICES AND PRICE

- B.1** The Office of Contracting and Procurement (OCP) on behalf of Department of Health (DOH) Addiction Prevention and Recovery Administration (APRA) (the District) is seeking a contractor to provide food service for approximately 125 adult clients daily to include approximately 285 meals and 160 snacks per day.
- B.2** The District contemplates award of a requirements contract with payments based on fixed unit prices.

B.2.1 REQUIREMENTS

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

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, (Section G.10). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the

Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date.

B.3 THIS CLAUSE IS FOR PROCUREMENTS RESTRICTED TO THE SBE SET-ASIDE MARKET

B.3.1 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY

This Invitation for Bids is designated for certified small business enterprise (SBE) bidders only under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005.

An SBE must be certified as small in the procurement category of personal services in order to be eligible to submit a bid or proposal in response to this solicitation.

B.4 PRICE SCHEDULE

The contractor's price shall include the provision of services as described in Section C for each of the Contract Line Item Numbers (CLIN) below.

B.4.1 BASE YEAR

CLIN	Item Description	Est. Quantity	Unit Price	Est. Total Price
0001	Detoxification/Stabilization Program			
0001AA	3 meals per day x 80 = 240 meals x 365 days = 87,600	87,600	\$ _____ Per Meal	\$ _____
0001AB	2 snacks per day x 80 = 160 snacks x 365 days = 58,400	58,400	\$ _____ Per Snack	\$ _____
0001AC	Psychosocial Program 1 lunch per day x 45 meals x 260 days = 11,700	11,700	\$ _____ Per Meal	\$ _____
0001AD	Special and Clinical Meals			\$ _____

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 APRA FOOD SERVICES

	150 per month x 12 = 1,800	1,800	\$ _____ Per Meal	
0001AE	Nutritional Supplements 1 per month x 12 = 12	12	\$ _____ Per Supplement	\$ _____
Base Year Total				\$ _____

B.4.2 Option Year 1

CLIN	Item Description	Est. Quantity	Unit Price	Est. Total Price
0101	Detoxification/Stabilization Program			
0101AA	3 meals per day x 80 = 240 meals x 365 days = 87,600	87,600	\$ _____ Per Meal	\$ _____
0101AB	2 snacks per day x 80 = 160 snacks x 365 days = 58,400	58,400	\$ _____ Per Snack	\$ _____
0101AC	Psychosocial Program 1 lunch per day x 45 meals x 260 days = 11,700	11,700	\$ _____ Per Meal	\$ _____
0101AD	Special and Clinical Meals 150 per month x 12 = 1,800	1,800	\$ _____ Per Meal	\$ _____
0101AE	Nutritional Supplements 1 per month x 12 = 12	12	\$ _____ Per Supplement	\$ _____
Option Year 1 Total				\$ _____

B.4.3 Option Year 2

CLIN	Item Description	Est. Quantity	Unit Price	Est. Total Price
0201	Detoxification/Stabilization Program			
0201AA	3 meals per day x 80 = 240 meals x 365 days = 87,600	87,600	\$ _____ Per Meal	\$ _____
0201AB	2 snacks per day x 80 = 160 snacks x 365 days = 58,400	58,400	\$ _____ Per Snack	\$ _____
0201AC	Psychosocial Program 1 lunch per day x 45 meals x 260 days = 11,700	11,700	\$ _____ Per Meal	\$ _____
0201AD	Special and Clinical Meals 150 per month x 12 = 1,800	1,800	\$ _____ Per Meal	\$ _____
0201AE	Nutritional Supplements 1 per month x 12 = 12	12	\$ _____ Per Supplement	\$ _____
Option Year 2 Total				\$ _____

B.4.4 Option Year 3

CLIN	Item Description	Est. Quantity	Unit Price	Est. Total Price
0301	Detoxification/Stabilization Program			
0301AA	3 meals per day x 80 = 240 meals x 365 days = 93,075	87,600	\$ _____ Per Meal	\$ _____
0301AB	2 snacks per day x 80 = 160 snacks x 365 days = 87,600	87,600	\$ _____ Per Snack	\$ _____
0301AC	Psychosocial Program 1 lunch per day x 45 meals x 260 days = 11,700	11,700	\$ _____ Per Meal	\$ _____
0301AD	Special and Clinical Meals 150 per month x 12 = 1,800	1,800	\$ _____ Per Meal	\$ _____
0301AE	Nutritional Supplements 1 per month x 12 = 12	12	\$ _____ Per Supplement	\$ _____
Option Year 3 Total				\$ _____

B.4.5 Option Year 4

CLIN	Item Description	Est. Quantity	Unit Price	Est. Total Price
0401	Detoxification/Stabilization Program			
0401AA	3 meals per day x 80 = 240 meals x 365 days = 87,600	87,600	\$ _____ Per Meal	\$ _____
0401AB	2 snacks per day x 80 = 160 snacks x 365 days = 87,600	87,600	\$ _____ Per Snack	\$ _____
0401AC	Psychosocial Program 1 lunch per day x 45 meals x 260 days = 11,700	11,700	\$ _____ Per Meal	\$ _____
0401AD	Special and Clinical Meals 150 per month x 12 = 1,800	1,800	\$ _____ Per Meal	\$ _____
0401AE	Nutritional Supplements 1 per month x 12 = 12	12	\$ _____ Per Supplement	\$ _____
Option Year 4 Total				\$ _____

B.4.6 Grand Total

Base Year Total	\$ _____
Option Year 1 Total	\$ _____
Option Year 2 Total	\$ _____
Option Year 3 Total	\$ _____
Option Year 4 Total	\$ _____
 Grand Total	 \$ _____

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SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Office of Contracting and Procurement (OCP) on behalf of Department of Health (DOH) Addiction Prevention and Recovery Administration (APRA) (the District) is seeking a contractor to provide food service for approximately 125 adult clients daily to include approximately 285 meals and 160 snacks per day.

C.1.1 APPLICABLE DOCUMENTS

The following Applicable Documents are relevant to this solicitation and are incorporated by this reference.

Item No.	Document Type	Title	Date
1	District of Columbia Municipal Regulations (DCMR)	Title 25 DCMR Food and Food Operations http://www.amlegal.com/nxt/gateway.dll/Title%2025%20-%20Food%20and%20Food%20Operations?fn=main-nf.htm\$f=templates\$3.0	June 1997
2	DCMR	Title 17 DCMR Business, Occupations, and Professions General Rules Chapter 40 http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/pdf/updated_chapter_40-website-a.pdf	Most Recent
3	DCMR	Title 17 Business, Occupations, and Professions DCMR Chapter 41 Administrative Rules http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/prof_license/services/pdf/updated_chapter_41-website.pdf	Most Recent
4	DCMR	Title 17 Business Occupations, and Professions DCMR Chapter 44 Dietetics http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/prof_license/services/pdf/dietstics/chapter_44.dietitics.pdf	Most Recent
5	Federal Guidelines	US Departments of Agriculture and Health and Human Services – Dietary Guidelines for Americans 2005 http://www.health.gov/dietaryguidelines/dga2005/document/ and http://www.mypyramid.gov/guidelines/index.html	2005
6	Federal Guidelines	US Food and Drug Administration – Model Food Code http://www.cfsan.fda.gov/~acrobat/fc01.pdf	1999
7	Industry Standard	National Restaurant Association Education Foundation – ServSafe Certification http://www.nraef.org/servsafe/?flag=lcd&level1_id=6&level2_id=1	3 rd Ed.

C.1.2 DEFINITIONS

C.1.2.1 Clinical Diet - Regular diet modified to meet specific nutritional needs as a result of a medical diagnosis.

C.1.2.2 Dietitian – A person licensed to practice dietetics under Title 17 DCMR Chapter 44. Licensure to practice dietetics pursuant to this chapter shall also entitle the licensee to use the title of nutritionist.

C.1.2.3 Nutritional Supplement - Commercially prepared food supplements provided in addition to meals for clients who require additional nutrients or calories. These supplements include Ensure, Sustacal, Enrich, etc.

C.1.2.4 Nutritionist – A person licensed to practice nutrition under Title 17 DCMR Chapter 44.

C.1.2.5 Regular Diet – Diet as outlined in the Dietary Guidelines for American and Food Guide Pyramid without need for modification.

C.1.2.6 Special Diet - Regular diet modified to comply with special food preferences due to religious practices, allergies or vegetarianism.

C.2 BACKGROUND

C.2.1 It is estimated that over 60,000 individuals in the District of Columbia have a substance abuse problem. This figure represents nearly 12 percent of the District’s general population. In addition, forty percent of the 1.2 million annual emergency room visits in the District of Columbia are related to alcohol and drug abuse. Aware of the challenges presented by this growing problem, DOH created APRA. APRA helps keep District residents from becoming dependent on alcohol, tobacco, and other drugs (ATOD). Through APRA and its partners, District residents are encouraged to return to sobriety and a positive life.

C.2.2 APRA promotes and enforces the highest quality regulatory standards for delivering services related to ATOD addictions; to prevent ATOD addictions; and to identify, treat and rehabilitate persons who are addicted.

C.2.3 APRA serves as the gateway to an array of services for the prevention and treatment of substance abuse and dependence in the District of Columbia, including nutrition services. Nutrition is often

neglected by clients who suffer from substance use disorders and in some cases, poor nutrition is a direct result of the effects of certain abuse substances. Nutrition therefore, plays a significant role in the treatment and rehabilitation of persons who are substance abusers.

C.3 REQUIREMENTS

The Contractor shall provide the required services that follow in accordance with the Applicable Documents listed in C.1.1.

C.3.1 Staff, Management, Organization, and Supervision

The Contractor shall provide sufficient staff to prepare, deliver, serve, and provide clean-up as applicable for each program.

C.3.1.1 Staff

The Contractor shall provide on-site staff trained in proper food handling procedures and on safety and health issues. The Contractor's staff shall consist of, at a minimum:

- a. Project Director;
- b. Assistant Project Director;
- c. Shift Supervisor;
- d. Cook;
- e. Diet Supervisor;
- f. Storeroom Supervisor; and
- g. Dietitian

C.3.1.1.1 Staff Documentation

The Contractor shall obtain and provide the following documentation to the Contracting Officer's Technical Representative (COTR) or designee, as applicable, for each staff member to perform services under this contract:

- a. Health examinations at least as frequently and as stringently as required by law;
- b. Police clearances for employees; employees who have felony convictions or convictions for drug trafficking or abuse in the previous 5 years are not eligible to provide service;
- c. License for the Dietitian;
- d. Food Handler's certificates;

C.3.1.1.2 Staff Training and Development

The Contractor shall at a minimum provide staff the following training:

- a. Orientation to provide an overview of the requirements contained in this solicitation;
- b. On-going Staff Development
 1. Food preparation, temperature requirements, and portion control;
 2. Food safety, sanitation,
 3. Menu development and clinical and special menus

C.3.1.1.2.1 The Contractor shall maintain records of staff attendance at training sessions.

C.3.1.2 Management, Supervision, and Organization

C.3.1.2.1 The Contractor shall at a minimum provide the management, supervision, and organization to provide the required services.

C.3.1.2.1.1 Organizational Chart

The Contractor shall provide and maintain an up to date organizational chart depicting the staff to perform services under this solicitation and the lines of authority and responsibility.

C.3.2 Facility

The Contractor shall maintain a facility properly licensed with the most recent Sanitation Inspection Report of a grade of at least 90%. In addition, the Contractor's facility shall maintain adequate capacity to properly store all food at temperatures prescribed by Title 25 DCMR (Applicable Document #1), dry goods, and other food service related items. The Contractor's facility shall maintain an operable security system.

C.3.3 Food, Food Supplies, Dry Goods – Purchasing, Receiving and Storage

C.3.3.1 The Contractor shall purchase and store food, food supplies, and dry goods required to perform the required services. The Contractor shall ensure that food is stored at the required temperatures as set forth in 25 DCMR for safe food operations, including the facility.

- a. Cold foods shall be maintained and served at a temperature below 45-degrees Fahrenheit.
- b. Hot foods shall be maintained and served at a temperature above 140-degrees Fahrenheit.

C.3.3.2 The Contractor shall maintain a record of the purchase of all food and food related products for the review of the COTR upon request.

C.3.4 Menu Development

C.3.4.1 Menus

The Contractor shall develop and provide menus for the review and approval of the COTR within 72 hours from date of award and monthly, thereafter.

C.3.4.1.1 The Contractor shall provide a complete nutritional analysis of each meal served that includes the total nutritional value by meal for the day.

C.3.4.1.2 The Contractor shall develop and plan menus which are low in fat and cholesterol (300 mg per day or less and no more than 30% of total calories from fat) and sodium content (2 gm to 4 gm per day or less).

C.3.4.1.3 The Contractor shall provide meals that meet 100% of the daily nutritional requirement of the clients served.

C.3.4.1.4 The Contractor shall ensure portion sizes and food are consistent with the nutritional standards of adult clients.

C.3.4.2 Dietitian

The Contractor's menus shall be developed and certified by a Dietitian licensed in the District of Columbia. Menus shall consist of regular, special, and clinical diets to meet the nutritional requirements of all clients.

C.3.4.3 Nutritional Standards

C.3.4.3.1 The Contractor shall develop and plan menus that are nutritionally adequate and in compliance with the US Departments of Agriculture and Health and Human Services – Dietary Guidelines for Americans 2005 (Applicable Document #5) and US Food and Drug Administration – Model Food Code (Applicable Document #6).

C.3.4.3.2 The Contractor shall maintain constant quality inspection to ensure the maintenance of proper portions, appearances and compliance with the nutritional standards as described in C.3.4.3 above.

C.3.4.4 Special and Clinical Menus

C.3.4.4.1 The Contractor shall develop and provide special and clinical diets as ordered by the physician and noted on the order sheet in the patient's medical record. The request for special or clinical diets will be communicated to the Contractor by the DOH APRA no later than 2:30 pm via fax or telephone and shall be provided within twenty-four (24) upon receipt.

C.3.4.4.2 The Contractor shall provide an additional 300 calories to pregnant women, which shall include one (1) serving of milk.

C.3.4.4.3 The Contractor shall supplement diets to accommodate clients who are pregnant, postpartum and HIV positive with commercially prepared nutritional supplements and calorie counts ordered by the physician.

C.3.4.5 Holiday Meals

The Contractor shall prepare holiday menus for holidays and the observance of religious diets. Holiday meals shall be provided on the holiday being celebrated and shall consist of the traditional food served on that day. Holiday meals shall be served on the following holidays: New Years Day, Memorial Day, July Fourth (4th), Labor Day, Thanksgiving and Christmas. Menus for holidays and religious observances shall be submitted with the appropriate month in which the holiday or religious observance occurs.

C.3.4.6 Sample Menus

C.3.4.6.1 Breakfast

Apple Juice – 4 oz
Cream of Wheat – 4 oz
Poached Egg – 1 ea
Beef Sausage Patty – 1 oz
Whole Wheat Toast – 1 sl
Margarine – 1 pat
2% Milk – 4 oz
Coffee w/nonfat creamer

C.3.4.6.2 Lunch

Sesame Baked Chicken – 3 oz
Steamed *L/F Cream Noodles – ½cup
Seasoned Green Peas – ½cup
Mixed Vegetable Salad
Whole Wheat Roll – 1 ea
Margarine – 1 pat
Chilled Peach Halves – 2 ea
2% Milk – 4 oz

*L/F = Low Fat

C.3.4.6.3 Dinner

Braised Beef Cubes – 2 oz
Steamed Rice Pilaf – ½cup
Seasoned Spinach – ½cup
Whole Wheat Bread – 1 sl
Margarine – 1 pat
Spiced Apple Slices – 6 ea
Tea/Lemon

C.3.4.6.4 Snack

Turkey Sandwich
Apple
Fruit Juice – 4 oz

C.3.4.6.5 Sample Bag Lunch

Soup – 8 oz serving
2 Sandwiches – one consisting of a 1 oz serving of low fat meat; the second may be peanut butter and jelly made with 1 oz of peanut butter
Fresh fruit
Fruit juice – 8 oz of 100% juice, a carton of 2% milk maybe served instead of juice
Cookies – 2 ea

C.3.4.6.6 Sample Memorial Day and 4th of July Menu

Hamburgers
Hot Dogs
Barbeque Ribs
Chicken

Salads
Beans
Potato Salad

C.3.5 Preparation of Meals

C.3.5.1 The Contractor shall prepare and deliver meals for each day as required in accordance with the following:

- a. Cold foods shall be maintained and served at a temperature below 45-degrees Fahrenheit;
- b. Hot foods shall be maintained and served at a temperature above 140-degrees Fahrenheit.
- c. Food preparation shall be in such a manner as to retain the nutritional value of the food item;
- d. Food portion shall be consistent with the USDA Dietary Guidelines and Food Pyramid (Applicable Document #5 and USDA Model Food Code (Applicable Document #6));
- e. Use no pork in food preparation;
- f. Limit the fat to no more than one-third of the total calories;
- g. Plan and serve in compliance with the USDA Dietary Guidelines and Food Pyramid (Applicable Document #5 and USDA Model Food Code (Applicable Document #6)
- h. Serve with condiments (salad dressing, salt, pepper, sugar, sugar substitute, catsup, mustard, relish, margarine, jelly and syrup, as indicated).

C.3.5.2 The Contractor shall set up and serve all meals for the Detoxification/Stabilization Program.

C.3.5.3 The Contractor shall deliver meals for the Psychosocial Program.

C.3.5.4 The Contractor shall provide the following service for the outpatient treatment facilities:

- a. One (1) meal per day (box lunch) that will equal 1/3 of the total daily nutritional requirements of the clients;
- b. The Contractor shall provide a bag meal for clients with appointments or other special situation that will require them to be away from the facility at mealtime. In these instances, bag meals are considered the noon meal and must meet the nutritional equivalent of the noonday meal. COTR will furnish the number of bag meals required for each day to the Contractor by noon of the previous day. Bag meals are to be delivered with the breakfast meal. Bag meals shall neatly wrapped in a paper bag or its equivalent to ensure

that hygienic considerations are taken to preserve good taste and avoid exposure to germs and unsanitary conditions. All food shall be wrapped separately and include plastic eating utensils, napkins, straws, etc.

C.3.6 Delivery of Meals

The Contractor shall deliver the meals to the programs on the specified days and times of the week as listed below:

C.3.6.1 Detoxification/Stabilization Program (Three meals and snacks)
DC General Health Campus
1905 E Street, SE, Building 12
Washington, DC 20003
Telephone: 202-698-6080

Breakfast 6:00 am – 6:30 am 7:00 am – 7:30 am on
weekends
Lunch 12:00 noon – 12:30 pm
Dinner 4:30 pm – 5:00 pm
Snacks are to be delivered with breakfast and dinner meals

C.3.6.2 Psychosocial Program (Afternoon)
1300 First Street, NE, First Floor
Washington, DC 20002
Telephone: 202-535-1242

Afternoon meal service at Psychosocial Program 12:00pm

C.3.7 Sanitation and Safety

The Contractor shall provide at a minimum the following services at all residential sites:

C.3.7.1 Before Meal Serving

The Contractor's preparation for serving meals shall include cleaning, sanitizing all equipment, and utensils to be used to serve the meals. The Contractor shall also:

- a. Set up steam table and serving line;
- b. Check and record all food temperatures; and
- c. Serve meals to clients

C.3.7.2 After Meal Serving

- a. Remove and properly dispose of all food items remaining on the steam table and serving line;
- b. Thoroughly clean and sanitize all equipment and utensils;
- c. Sweep and mop kitchen floors;
- d. Clean refrigerator, dispose of all out dated food;
- e. Clean storage room;
- f. Properly store all supplies in containers or boxes;
- g. Ensure plastic bags are properly closed and stored at least 6” from the floor; and
- h. Dispose of trash in designated area.

C.3.8 Related Food Service and Support Services

C.3.8.1 The Contractor shall provide employees with uniforms, including hair covering and disposable gloves, both of which are mandatory and required to be worn during each phase of the food service operation.

C.3.8.2 Quality Assurance Manual and Procedures

The Contractor shall maintain and provide an up to date Quality Assurance Manual to describe the policies and procedures to be utilized by the Contractor to ensure the required services are provide in accordance with requirements discussed in section C.3. The manual shall detail procedures for reporting any unusual incidents.

C.3.8.3 Management Information System

The Contractor shall maintain a management information system capable of tracking the total number of meals prepared including the number of clinical and special diets by type, and nutritional supplements ordered, prepared, and delivered daily.

C.3.8.4 Emergency Food Plan

The Contractor shall maintain and provide for the review and approval of the COTR an emergency food plan to be implemented in the event of an emergency and the Contractor’ s need to prepare and deliver meals under emergency conditions.

C.3.8.5 Policies and Procedures Manual

The Contractor shall maintain and provide for the review and approval of the COTR the Contractor’ s Policies and Procedures Manual to discuss and describe the Contractor’ s operations

including at a minimum the required services described in C.3.1 – C.3.8.

C.3.8.6 Administrative Requirements

C.3.8.6.1 The Contractor shall maintain records that include a progress note stating the type of diet ordered and the diet being provided.

C.3.8.6.2 Reports

The Contractor shall complete and submit the following forms and reports to the COTR or designee:

- a. Monthly report that includes a census report of the number of client meals served per day.
- b. Unusual Incident Report to be submitted within 24 hours of an unusual occurrence;
- c. Menus as planned to be submitted by the 5th calendar day of each month prior to the month to be used.
- d. Monthly menus actually served to be submitted by the 5th calendar day of each month following the month served;
- e. The nutritional value analysis of all menus planned to be submitted with bid and thirty (30) days prior to implementing any new revisions;
- f. Copies of all scheduled and unscheduled federal and local sanitation inspection reports and any re-inspections, if necessary, within ten (10) days of the inspection;
- g. Food delivery reports, which shall include date and time food was delivered to each site, type and amount of foods delivered, food temperature at time of delivery and time of service, signature of person verifying and receiving meals to be submitted with narrative reports on the 5th calendar day of each month;
- h. The Contractor shall make available and provide copies of food purchasing documentation that will show the grade of food purchased and vendors;
- i. Policy and Procedure Manual for the food service operation including policies and procedures for purchasing, storage, preparation and service of food and sanitation. The manual will be submitted with the bid; and
- j. Quality Assurance Manual shall be submitted with bid.

SECTION D
PACKAGING AND MARKING

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

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SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6) Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

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**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

The Contractor shall perform the required services and deliver to the COTR the following Deliverables in accordance with the delivery schedule and instructions below:

Deliverable No.	Deliverable	Qty.	Format/Method of Delivery	Due Date
001	Health Examinations for New Staff; Annually for Existing Staff as	1	Hard Copy for Each Staff Member	Submit with Bid; New Hires Annually, Thereafter

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	described in C.3.1.1.1 a.			
002	Police Clearances as described in C.3.1.1.1 b.	1	Hard Copy for Each Staff Member	Submit with Bid; New Hires Annually, Thereafter
003	License for Dietitian as described in C.3.1.1.1 c.	1	Hard Copy	Date of Award
004	Food Handler's Certificates as described in C.3.1.1.1 d	1	Hard Copy for Each Staff Member	Submit with Bid; New Hires Annually, Thereafter
005	Organizational Chart as described in C.3.1.2.1.1	1	Hard Copy	Submit with Bid, Updates as occurs
006	Facility License; Records as described in C.3.3	1	Hard Copy	Submit with Bid
007	Facility Health Inspection as described in C.3.2	1	Hard Copy	Submit with Bid
007.5	Food Ordering Records as described in C.3.3.2	1	Hard Copy	5 th day of each month
008	Certified Menus as described in C.3.4.1	1	Hard Copy	Submit with Bid; 5 th day of each month thereafter
009	Nutritional value analysis as described in C.3.4.1.1	4	Hard Copy	With Bid & 30 Days Prior to Anything New
010	Daily delivery receipt reports as described in C.3.6	4	Hard Copy	5 th Calendar Day of each Month

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011	Quality Assurance Manual as described in C.3.8.2	1	Hard Copy	Submit with Bid
012	Policies and Procedures Manual as described in C.3.8.5	1	Hard Copy	Submit with Bid
013	Unusual incident report as described in C.3.8.2	1	4 Hard Copies and 1 Electronic Copy	Within 24 hours

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid.

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SECTION G
CONTRACT ADMINISTRATION DATA

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 30th 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 (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Controller/Agency CFO
Department of Health
825 North Capitol Street, NE
Washington, DC 20002
202-442-5999

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 (Contractors shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

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

G.4 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the District if:

- a. The amount due on the deliveries warrants it; or
- b. The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of 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 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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 lower-tier 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 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor 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.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

James Marshall
Office of Contracting and Procurement
One Judiciary Square
441 Fourth Street NW, Suite 700S
Washington, DC 20001
(202) 724-4197

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

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

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

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is ::

Helen Jones
Department of Health
1300 First Street, NE
Washington, DC 20002
(202) 535-1131

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

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- b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

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

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

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

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

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

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

- a. Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or

- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - 1. Material supporting a good faith effort to comply;
 - 2. Referrals provided by DOES and other referral sources;
 - 3. Advertisement of job openings listed with DOES and other referral sources; and
 - 4. Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate

submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

H.4.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

H.5 PROTECTION OF PROPERTY:

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

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

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the

Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

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

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

H.8.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

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

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

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

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

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

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- b. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- c. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- d. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- e. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- f. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- g. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- h. (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- i. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- j. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No: 05-2103 Rev (02) dated 11/07/2006, 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 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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.10 DISTRICT RESPONSIBILITIES

H.10.1 Government Furnished Property and Equipment

The Government will provide and maintain the steam table, refrigerator and stove top for the kitchen.

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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 resulting from this solicitation (Attachment J.1).

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

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

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

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- a. the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____

(Contractor's Name); and

- b. If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights

legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished

under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the

evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

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

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

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

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

I.8.6 Professional Liability Insurance, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure)

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP (Attachment J.1).

SECTION J
LIST OF ATTACHMENTS

- J.1** Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007
- J.2** Wage Determination No. 05-2103 Rev (02) dated 11/07/2006
- J.3** E.E.O. Information and Mayor' s Order 85-85
- J.4** Tax Certification Affidavit
- J.5** First Source Employment Agreement
- J.6** Way To Work Amendment Act of 2006 Fact Sheet/Notice
- J.7** Cost/Price Disclosure certification
- J.8** LSDBE Self Certification Package

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of:

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

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

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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 bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3 BUY AMERICAN CERTIFICATION

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

_____	EXCLUDED	END
PRODUCTS		
_____	COUNTRY OF ORIGIN	

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any

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consultation, communication, or agreement with any bidder or competitor relating to:

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

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

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

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

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

K.7 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

K.7.1 Definitions. As used in this provision:

K.7.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. §812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.7.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.7.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.7.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.7.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.7.1.6 Individual: means an bidder/contractor that has no more than one employee including the bidder/contractor.

K.7.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

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- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.7.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.7.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.7.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.7.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or

b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.7.2(1) through K.7.2(6) of this clause.

K.7.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.7.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.7.2 or K.7.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES
TO BIDDERS**

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends, but is not obligated, to award a single contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and five (5) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCHC-2007-B-0041 APRA Food Services"**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to

their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on July 9, 2007.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than fifteen (15) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than fifteen (15) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 Fourth Street NW, Suite 700S, (202) 724-4197, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

- L.12.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership

must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder 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.16 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below with its bid:

- L.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.16.2** 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.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.16.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.17 Pre-Bid Conference

- L.17.1** A pre-bid conference will be held at 11:00 a.m. on June 15, 2007 at 441 4th Street N.W., Suite 700 South, Washington, D.C. 20001. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the pre-bid

conference attendance roster at the conference so that their attendance can be properly recorded.

L.17.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions will be submitted in writing following the close of the pre-bid conference but no later than three working days after the pre-bid conference to Jennifer.wimbish@dc.gov in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidders' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

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SECTION M: EVALUATION FACTORS

**CLAUSES FOR PROCUREMENTS RESTRICTED TO THE SBE
SET-ASIDE MARKET**

**1. Designation of Solicitation for the Small Business Set Aside
Market Only**

This Invitation for Bids is designated for certified small business enterprise (SBE) bidders only under the provisions of “The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 (“the Act” as used in this section) and “The Equal Opportunity for Local, Small and Disadvantaged Businesses Amendment Act of 2000 (“the Amendment”), D.C. Law 13-169.

An SBE must be certified as small in the procurement category of personal services in order to be eligible to submit a proposal in response to this solicitation.

2. Subcontracting by Certified Small Business Enterprises

- a. When a prime contractor is certified by the Local Business Opportunity Commission (LBOC) as a small business, the prime contractor shall perform at least fifty (50%) percent of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships unless a waiver is granted by the Contracting Officer, with the prior approval and consent of the Director of the LBOC, under the provisions of 27 DCMR 805, 39 DCR 9050-9060 (December 4, 1992).
- b. By submitting a signed proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

3. Vendor Submission of Certification

Any vendor seeking to submit a proposal as a small business enterprise (SBE) in response to this solicitation must submit one of the following at the time of, as part of its proposal:

- a. A copy of the SBE letter of certification from the Local Business Opportunity Commission (LBOC); or
- b. A copy of the sworn notarized Self-Certification Form prescribed by the LBOC along with an acknowledgement letter issued by the Director of the LBOC.

Proposals from vendors that are not certified as small business enterprises through one of the means described in subparagraphs (a) or (b) of this clause will not be considered. Bidders must submit the required evidence of certification or self-certification at the time of submission of proposals.

Refer to J.8 for the Self-Certification Package.

In order to be eligible to submit a proposal, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Department of Small Local and Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

4. Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the Contractor's liability for civil and criminal action in accordance with the Act, and other District laws, including debarment.

5. Preferences in the SBE Set-Aside Market (for evaluation purposes only)

For evaluation purposes only, a certified small business enterprise (SBE) that is also certified by the LBOC as a local business enterprise (LBE) will receive a four percent (4%) reduction in the bid price for a bid submitted in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted in response to a Request for Proposals (RFP).

A certified small business that is also certified by the LBOC as a disadvantaged business enterprise (DBE) will receive a three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted in response to a RFP.

A certified small business that is also certified by the LBOC as a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Amendment, will receive a three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted in response to a RFP.

A certified small business that is also certified by the LBOC as an enterprise zone, as defined in Section 2(5) of the Act and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992), will receive a two percent (2%) reduction in the bid price for a bid submitted in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business enterprise in response to an RFP.

The maximum total preference under the SBE Set-Aside Program is twelve percent (12%) reduction in bid price for bids submitted in response to an IFB or the addition of 12 points on a 100-point scale added to the overall score for proposals submitted in response to an RFP. The District shall award the preference points based only on whether the SBE prime contractor is also a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points awarded for subcontracting by the SBE prime contractor to a LBE, DBE, RBO or business located in an enterprise zone.

If the prime contractor is a certified SBE joint venture that is also certified as a LBE, DBE or RBO joint venture, or if the prime contractor is a certified SBE joint venture that includes a business located in an enterprise zone and such business owns and controls at least fifty-one (51%) of the joint venture, the prime contractor will receive the preference as if it were a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points awarded for any other joint venture participation by LBEs, DBEs, RBOs or businesses located in an enterprise zone.

6. SBE Joint Ventures

A joint venture between a small business enterprise (as defined under Section 2(6) of the Act and implementing regulations) and another entity shall be eligible to submit a bid or proposal in response to this SBE set-aside solicitation if the joint venture is certified by the LBOC under the provisions of 27 DCMR 817, 39 DCR 9072-9075 (December 4, 1992) or is self-certified under 27 DCMR 818, 39 DCR 9075-9076 (December 4, 1992).

The LBOC shall certify a joint venture when a SBE affiliates itself with another entity to form a joint venture for a SBE set-aside solicitation if:

- (a) The non-SBE partner demonstrates to the LBOC that its size does not exceed the size limitations set forth in the Act; or
- (b) The LBOC determines that the certification of the joint venture with an entity exceeding the size limitation of the Act would not be detrimental to the SBE set-aside program.

M.2 EVALUATION OF BIDS

Bids shall be evaluated based on the contractor's proposed price to the District of Columbia.