

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption <p style="text-align: center;">Dining Management Services</p>		Page of Pages <p style="text-align: center;">1                      82</p>				
2. Contract Number		3. Solicitation Number <p style="text-align: center;">GF-2012-R-0034</p>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued <p style="text-align: center;">September 27, 2012</p>		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Mandatory 35% SBE <input type="checkbox"/> Sub-Contracting Set Aside	
7. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008				8. Address Offer to: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008					
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>5</u> 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 <u>4200 Connecticut Avenue, NW Bldg. 38, Room C03, Washington, DC 20008</u> until <u>2:00 P.M.</u> local time <u>November 9, 2012</u> (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 <p style="text-align: center;">Janet C. Concepcion</p>		B. Telephone (Area Code) (Number) (Ext) <p style="text-align: center;">202 274-6914</p>		C. E-mail Address <p style="text-align: center;"><a href="mailto:janet.concepcion@udc.edu">janet.concepcion@udc.edu</a></p>			
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<b>OFFER</b>									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> 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		15B. Telephone (Area Code) (Number) (Ext)		15C. Check if remittance address is different from above - Refer to Section G		16. Name and Title of Person Authorized to Sign Offer/Contract			
17. Signature		18. Offer Date							
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>									
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation				
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date			
University of the District of Columbia									

## **SECTION B: SUPPLIES OR SERVICES AND COST**

- B.1** The University of the District of Columbia, Capital Procurement Division (CPD) is seeking a Contractor to provide all labor, materials, supplies, equipment and supervision for the Dining Management Services for the University Dining Services Program.

The University intends to award a single management contract resulting from this RFP to the responsible Offeror whose offer conforming to the RFP will be most advantageous to the University.

- B.2** The University contemplates award of a Management Agreement wherein the University will be referred to as the “Lessor”, and the awarded Offeror will be referred to as the “Lessee” and/or “Contractor”.

### **B.3 OPEN MARKET SOLICITATION**

This Request for Proposal is (RFP) designated for all Open Market Offerors, under the provisions of the D.C. Law 13-169, “Equal Opportunity for Local, Small, Resident or Disadvantaged Business Enterprise Amendment Act of 2000” (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

## SECTION C: SPECIFICATIONS / WORK STATEMENT

### C.1 SCOPE

The University of the District of Columbia, Capital Procurement Division (the “University”) is seeking a Contractor to provide all labor, materials, supplies, equipment (except as otherwise provided) and supervision for the Dining Management Services for the University of the District of Columbia (UDC) Dining Services Program.

Note: Throughout this RFP, the Dining Services Program will be referred to as the “Program”.

#### C.1.1 The Dining Management Services shall include:

- 1) Retail Dining at the New Student Center – to be constructed in the Fall of 2013 and to be located at 4200 Connecticut Avenue, NW, Washington, DC 20008 specifically in:
  - Servery – Level 1
  - Grab and Go – Level 1
  - Ballroom – Level 3
- 2) Kiosks – Level 2 in Building 38
- 3) Café – Level 1 in Building 41
- 4) Kiosks – Level 4 in Building 52
- 5) Catering Program for various events held at the University
- 6) Concession Program for various athletic, public and entertainment events

Future plan includes providing food services to the following satellite locations:

- 1) University of the District of Columbia – Community College - 801 North Capitol Street, NE
- 2) University of the District of Columbia – Community College - 5171 South Dakota Ave., NE
- 3) University of the District of Columbia – Community College - 4600 Livingston Street, SE

#### C.1.2 EXCLUDED FOOD SERVICES

The campus bookstore which also sells snack, candy, and bottle beverages that may be similar or same items as offered by the food service Contractor.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

ITEM NO.	DOCUMENT TYPE	TITLE	VERSION/DATE
1	UDC website	UDC Factsheet <a href="http://www.udc.edu/irap/fact_sheets.htm">http://www.udc.edu/irap/fact_sheets.htm</a>	Current posting
2	UDC website	UDC Sustainability Initiative <a href="http://www.udc.edu/sustainability">http://www.udc.edu/sustainability</a>	Current posting

### C.3 BACKGROUND

The University is seeking an experienced and qualified Contractor to provide the Dining Services Program at its campus in Washington, DC. The Contractor shall demonstrate the ability to successfully collaborate with a comprehensive public University in offering excellent food service programs, which promote and complement the academic excellence of a diverse community. Offerors shall submit a financially sound, dynamic, and creative proposal designed to offer high quality food and service, as well as meet – and ideally exceed the dining expectations of the University community.

The University has developed the following important program and service expectations for the Dining Services Program:

a. Programmatic Expectations

- Excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle.
- An innovative portfolio of service concepts that:
  - takes into consideration national, regional, and locally owned brands that are popular with the University community;
  - provides a thoughtful mix of service formats designed to satisfy a variety of consumer needs, such as fast casual, quick service (“fast food”) and convenience markets; and,
  - offers ordering, payment, delivery and “to go” mechanisms that are responsive to consumer lifestyles.
- A diversity of menu choices within operations and across the system that:
  - address the broad range of consumer preferences;
  - include entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.; and,
  - offer a broad range of healthy choices.
- Contractor provided service hours that support student lifestyle needs across campus, such as being open during academic breaks or on holidays when there is a University need, and providing late night service.
- Pricing to the customer that is competitive with the local market. Catering pricing that is competitive with off-campus caterers and offers tiers of pricing and service for different event types (high-end to budget), including a service/price tier that is designed to offer an affordable pick-up menu for student groups.
- A commitment to offering regularly scheduled special event programming designed to encourage participation and build community.
- Service and dining environments that:
  - provide diversity across the system;
  - offer restaurant quality environments with a variety of seating types and amenities;
  - promote community;
  - support sustainability initiatives;
  - physically facilitate programming; and,
  - offer comfortable opportunities to hang out.

- An intentional and committed approach to staffing that results in:
  - staffing levels that are matched to customer demand so that service is fast and efficient;
  - friendly, courteous, knowledgeable and professional employees that receive regular and comprehensive training in both technical and customer service skills; and,
  - staff that are proficient in the English language when in positions of regular interaction with customers.

b. Management Expectations

- A professional food service management company that is a leader in the field, offers a best practice approach to campus dining, and that views University of The District of Columbia as one of its flagship accounts and an incubator for new programs, services, technology and management strategies;
- District and regional management support that is present, involved, and responsive and also enables on site management to be nimble decision makers;
- An on-site management structure that provides dedicated managerial resources for each business segment in the program, as well as appropriate administrative and technology support;
- An on-site management team that is the best in the field, has extensive, formal food service professional and technical education, and is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of a diverse University dining program. The management team should be collaborative and collegial with the University, its key stakeholders, student leaders and advocacy groups, with a communication strategy that is proactive and accessible.
- On-site, district and regional management that is experienced, pro-active, and adept at partnering with a growing University in meeting evolving campus needs;
- Production, service and management information systems technology that is industry leading in all aspects of the program, with a commitment to a seamless interface with the University systems as necessary;
- Programs and standards that enforce safe food handling, proper sanitation, HACCP standards and health department requirements;
- Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of University owned resources;
- Development and adherence to a continuous improvement philosophy founded on comprehensive performance measurement program.

c. Human Resource Expectations

- Human resource practices that are industry leading, and that support workplace diversity, employee retention and generally reflect the human resource practices of the University;
- Fair and competitive wages that are attractive in comparison to the local food service industry;
- Employee benefits that include affordable health and life insurance for employees;
- A significant and ongoing focus on technical and service training for all employees and designed to maintain high standards across the program;

- Preferential hiring of qualified, existing dining staff of the current Contractor;
- A strong focus on the hiring, retention and advancement of student employees at wages that are competitive with other student employment options on campus.

d. Wellness Expectations

- Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned foods at all dining locations, with results that are measurable;
- Provision of comprehensive information that is easily accessed by the customer on the content of foods served in all Contractor's operations, including ingredient statements for food allergies and sensitivities, and nutritional information;
- An ongoing program of customer education on issues pertaining to nutritional health, weight management and wellness.

e. Marketing and Business Development Expectations

- An ongoing commitment to proactive marketing/communications and business development in the areas of retail sales and catering sales that is collaborative and coordinated with the University of The District of Columbia in articulating a seamless message, and includes quantitative success measurement;
- Provision of a professional marketing person whose assignment will be marketing the University Dining Services Program;
- Annual marketing plans customized to the University's unique needs and target audiences, including creative use of communication vehicles and social media such as Facebook and Twitter;
- Proactive analysis of new business opportunities, in coordination with the University, including the potential for service expansions and additions.

f. Sustainability Expectations

- A commitment to recycling that, at a minimum, matches and evolves with the University's recycling and sustainability programs.
- A sustainability program designed to address five key areas:
  - Purchase and transport of food – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local produce options; Energy efficient transportation from farm to campus, including a focus on local (within 150 miles) and regional (within 300 miles) food procurement.
  - Preparation – Initiatives to ensure that management, kitchen, and serving operations use resources efficiently through the effective deployment of resource-saving practices and technology; Staff trained to understand energy and water efficiency tactics and other sustainable preparation objectives.
  - Disposal – Minimization of waste; Mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; Use of recycling and other efficient waste disposal mechanisms.

- Innovation and Education – Continuous evaluation and improvement of sustainability practices; Innovation in sustainability. Provision of education to the customer/student body about innovations and reasons for operations decisions in food service.
- Sustainable design – Incorporation of sustainable design principles in construction projects undertaken on behalf of the University.
- A commitment to follow the Green Restaurant Association certification standards wherever possible.

g. IT Expectations

- Provision of qualified on-site management or technical personnel appropriately trained in the software used by the University in operating the Program.

h. Compensation Expectations

- A fair and balanced compensation agreement that supports both the Contractor and the University in meeting their respective financial objectives;
- Compensation to the University sufficient to cover the University’s direct and indirect costs of the dining program;
- Provision of a Contractor contributed capital investment plan designed to support the capital development needs of the dining program over the life of the contract. *Note: The current Contractor does not have any unamortized investment.*

### C.3 REQUIREMENTS

The Contractor shall provide the University with all dining services management and operations, personnel, technical support, training, food product, supplies, materials, systems, and effort necessary to perform the contracted dining services functions at a level of quality that consistently meets or exceeds the University’s expectations.

#### C.3.1 SERVICE CONCEPTS

##### C.3.1.1 Retail Dining

The Offeror shall propose retail dining for the New Student Center and other UDC satellite locations taking into consideration the following:

- 1) The style of service (quick service, waiter service, etc.), menu focus and brand identity. Each operation should reflect maximum creativity, a range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality and convenience. Attention should be paid to the desires of today’s customer—speed of service and variety at a fair price are paramount, as well as the ability to take food “to go”.
- 2) The service hours and operating days, bearing in mind minimum service hours and operating day requirements.

- 3) Full menu with pricing and key portion sizes for each operation, and for any service concepts that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Cycles should change between lunch and dinner on the same day.
- 4) The “typical semester” calendar which include special events/programs.

### **C.3.1.2 Catering Program**

The Offeror shall propose a catering program for a wide range of catered events (such as President’s receptions, Law School events, Commencement activities, Student Government activities, etc.) at the University in varying levels of service and pricing. In responding to this requirement, it is important to demonstrate an understanding of following range of services and pricing required.

- 1) Catering Menus and pricing for a minimum three-tier service structure to maximize service to customers. Offeror may propose variations to the structure below:
  - a. Budget Service: Foods and beverages available for pick up with no Contractor set up or bus service, including menu items for student organizations  

This service is for registered student organizations. An example would be pizza pick-up where students are responsible to pick up the product and clean up after the event, or a sponsored picnic event where the Contractor supplies product and some service, but with assistance from student organizations in setting up, staffing and cleaning up the event. Also, registered student organizations may place orders for groups of 10 - 50 through any Contractor-controlled food service venue.
  - b. Value Service: Drop off buffet service with limited set up and bus service limited to clean up.
  - c. Full or Premium Service: Buffets or served meals with full wait staff and bus service.
- 2) Additionally, menus and/or pricing for the following:
  - a. Coffee Breaks or Beverage/snack breaks: Service for meetings with refreshments
  - b. Hors d’oeuvres/Receptions: Could be a stand-alone event or reception prior to a banquet
  - c. Bar Pricing: Beer/Wine service and full bar
  - d. Pricing for all ancillary charges such as bar service minimums/service fees, mandatory gratuity, flowers, linen charges, china service, delivery charges, etc.
- 3) Operating standards for delivery, set-up, staffing and clean up for events.
- 4) Detailed information on the composition, features and capabilities of the proposed Catering software system.



- 5) The Contractor shall be sensitive to the differing needs of various University constituencies, and recognize that creative menus and service techniques are required to support the University's reputation for excellence and innovation. Due to operating budgets, University personnel are often sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns. The catering program must be priced competitively to the local area.
- 6) At Contractor's expense, the following software and hardware in support of the Catering Program shall be required:
- A. Event and Catering Management software and hardware;
  - B. On-line, interactive software platform for web-based Catering ordering, substantially similar to Caterease or Catertrax.
- 7) The Contractor shall ensure that events are adequately staffed so that guests are served promptly, efficiently and professionally at all times. The following minimum staffing guidelines will be used:
- |                        |                        |
|------------------------|------------------------|
| Buffet Lunch or Dinner | 1 server per 25 guests |
| Served Lunch or Dinner | 1 server per 16 guests |
| Receptions             | 1 server per 40 guests |
| Bartenders             | 1 server per 75 guests |
- 8) The Contractor shall ensure that the catered events are completely set up and ready for service at least fifteen minutes prior to the scheduled event start time.
- 9) The University catering events may occur at many different locations in the campus and occasionally off site. The Contractor's Catering Manager shall work closely with the Contract Administrator (CA) in order to ensure the highest quality of service, regardless of the location of the event.
- 10) Should the Contractor wish to use the Dining Services Program to engage in non-University related off campus catering business in the local community, such business must be approved in advance by the CO, including reporting mechanisms and compensation arrangements. In all cases, the catering requirements of the University shall remain a top-priority and take precedence over any off-campus catering business.
- 11) The Contractor shall provide catering service to groups of any size without assessing premium charges, unless such events occur on a day when no other food services are available.
- 12) The Contractor shall be the non-exclusive caterer for all buildings located in the University of the District of Columbia campuses. The University reserves the right to have certain events catered by other Contractors.
- 13) The Contractor shall be the preferred provider of food service for any summer conferences and camps conducted in the University.

### **C.3.1.3 Concessions Program**

The Contractor shall propose a concessions program designed for all athletic, public and entertainment events (such as homecoming activities, Athletics week, School Spirit week) held in the University. The concession program shall include the following:

- 1) Menus, pricing and portion sizes. The menu items shall be flexible given the diversity of groups at the University and local community that will use the facilities.
- 2) Menu boards and any signage, including appropriate signage in public areas directing customers to the concession areas. All signage and menu boards are subject to the approval of the CA.

### **C.3.1.4 Meal Plan Program**

Beginning Fall 2012, the University intends to implement a Meal Plan Program that allows students to make deposits to the students Meal Cash declining balance account on the student's ONECard. This program will broaden student choices in terms of where and how Meal Cash can be spent. The Offeror shall develop a plan to expand the Meal Plan Program with consideration of the residents in the existing off-campus housing and future on-campus housing, commuter students, faculty and staff.

## **C.3.2 MARKETING PLAN**

- 1) The Offeror shall develop and implement a proactive Marketing Plan to promote the Program to the University community. The focus of the plan shall be to maximize participation and sales in the areas of meal plans, retail dining and catering services. At a minimum, the Marketing Plan shall include the following:
  - a. Identification of target markets;
  - b. Specific strategies to build revenue, enhance satisfaction, and generate goodwill in the campus and local communities;
  - c. Tactics for effective promotion and communication to the campus and local communities;
  - d. Implementation plan and calendar;
  - e. Marketing budget; and
  - f. Success measures.
- 2) At a minimum, the Contractor shall be responsible to develop and produce the following printed materials to promote the Program:
  - a. Retail Menus and Collateral Promotional Materials;
  - b. Catering Menus and Collateral Informational and Promotional Materials;
  - c. Any meal plan information as well as Residential Dining Program Menus and Collateral Promotional Materials.
- 3) The Contractor shall work closely with the CA in developing all marketing and communications materials, in order to ensure that the quality is first-rate and fully meets the needs of the University.

- 4) The Contractor shall be prohibited from distributing any corporately generated marketing or promotional materials on campus without prior approval of the CA.
- 5) The Contractor shall be required to use the University logo on all letterhead, business forms, correspondence, advertisements, promotional pieces, marketing, etc., subject to approval by the University (University shall retain University rights to the logo).

### **C.3.3 CONTINUOUS IMPROVEMENT PLAN**

The Offeror shall develop and implement a Continuous Improvement Plan that, to the satisfaction of the University, emphasizes culinary, marketing and technology innovation, and considers financial performance, quality, customer satisfaction performance, and other necessary benchmarks of the contracted services. The agreed Key Performance Indicator metrics and benchmarks will be measured on an ongoing basis over the life of the contract, at intervals mutually agreed to by the Contractor and the CA. The Continuous Improvement Plan shall begin immediately upon execution of the contract. Should the University decide to exercise the option years, the Continuous Improvement Plan shall be reviewed and updated on an annual basis and become part of the Annual Management Operation Plan. (Section C.3.7)

### **C.3.4 SUSTAINABILITY PLAN**

The Offeror shall develop and implement a comprehensive a Sustainability Plan for the Dining Services Program. The University's current Sustainability Plan is the minimum requirement, as outlined in <http://www.udc.edu/sustainability/>, and in conjunction with the Offeror's proposed additions and improvements. The Sustainability Plan shall be updated on an annual basis and will become part of the Annual Management Operation Plan.

### **C.3.5 WELLNESS PROGRAM PLAN**

The Offeror shall develop and implement a comprehensive Wellness Program Plan for the Program. The Wellness Program Plan shall be updated on an annual basis and will become part of the Annual Management Operation Plan.

### **C.3.6 PRE-OCCUPANCY TRANSITION PLAN**

The Offeror shall provide a detailed pre-occupancy transition plan that describes the process for transition and start up. The plan shall include a list of all tasks involved in the form of a critical path schedule and timeline. The plan shall identify members of the start up team, their backgrounds, and roles and responsibilities with regard to the transition. The plan shall be subject to review and approval of the CA who shall retain the authority to make alterations as deemed necessary to insure a smooth transition to the start of operations.

The Pre-Occupancy Transition Plan shall be implemented immediately upon approval of the CA. The Contractor shall provide all necessary professional coordination services for implementation of the plan at its own cost and expense. The Contractor shall attend meetings as required by University to insure a smooth transition into both summer conference and food dining operations.

### **C.3.7 ANNUAL MANAGEMENT OPERATION PLAN**

**C.3.7.1** The Contractor shall be responsible for development and implementation of an Annual Management Operation Plan for the successful continuation of the Program for each year of the contract term. For the base year, Contractor's Management Operation Plan (MOP) shall be developed as part of the proposal, with implementation to begin immediately upon execution of the contract. For subsequent option years, the Contractor shall provide the University with a Dining Services Program Assessment that, at a minimum, incorporates the following:

- 1) SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of current Program;
- 2) Evaluation of the University Dining Services Program versus Best Practices in University dining;
- 3) Market Basket Survey of on-campus retail and catering pricing in comparison to off-campus competitors;
- 4) Peer campus survey of meal plan configuration and rates in comparison to University of the District of Columbia;
- 5) Based on all of the above, the Contractor shall provide recommendations for service, program and/or policy modifications for the next option year, as well as recommended equipment additions or replacement.

**C.3.7.2** The Contractor shall update the Annual MOP for the subsequent option year. The Annual MOP shall be based on identified goals and objectives as established and determined by the University, and at a minimum, shall address the following:

- 1) Planning and/or implementation of new dining locations and/or modifications to existing dining operations;
- 2) Menus, concepts, pricing and days of service/hours of operation for all service locations;
- 3) Catering menus, pricing and policies;
- 4) Summer conference services menus, pricing and policies;
- 5) Concessions services menus, pricing and policies;
- 6) Detailed marketing plan (Section C.3.2) with specific revenue enhancement strategies and objectives retail meal sales, catering sales and concession sales;
- 7) Employee training plan (Section C.3.10);
- 8) Smallwares expenditure plan and equipment preventive maintenance plan (Section C.3.21);
- 9) Updated Continuous Improvement Plan (Section C.3.3);
- 10) Updated Sustainability Plan (Section C.3.4);
- 11) Updated Wellness Program Plan (Section C.3.5);
- 12) Capital expenditure plan and budget (Section C.3.27)
- 13) Complimentary meal plan budget; and
- 14) Pro forma financial projections of revenue and expenses for the Program, by month and year for each dining operation and in total.

**C.3.7.3** Once the MOP is approved by the University, it shall be incorporated into the contract as an Attachment. The Contractor shall be responsible to comply with the MOP, and shall not substantially deviate from it without a contract modification issued by the Contracting

Officer (CO). At the close of each fiscal semester, or more frequently if deemed necessary, the Contractor and the CA shall meet to review operating results for the fiscal year to date, as well as operating plans for the balance of the fiscal year.

- C.3.7.4** Should the University request significant changes to a previously approved MOP due to changing food service needs, such action will constitute a fair negotiation situation with regard to any required compensation to the University based upon a showing of financial need by the Contractor.

## **C.3.8 TECHNOLOGY SYSTEMS**

### **C.3.8.1 Management Information Systems**

The Offeror shall describe the management information systems (Back of the house and Catering Systems) that will be implemented for the Program, Catering, and Summer Conference and Camps.

### **C.3.8.2 Website**

- 1) The Contractor shall establish and maintain a custom, high quality, guest interactive, informational web-site for the dining services program, at Contractor expense, that is linked to the University's web-site at a location on University's web-site designated by University. The Contractor's informational web-site shall not include any third party advertising without the prior written permission from the CA. At a minimum, the web-site shall contain information on the following:
  - a. Dining locations, days/hours of operation, menus and pricing. Information shall be kept current at all times.
  - b. Nutritional and wellness education information. Information shall be kept current at all times.
  - c. Catering menus, pricing and policies.
  - d. On-line, interactive software platform for web-based Catering ordering.
  - e. Future voluntary and mandatory meal plan information, including policies and procedures.
- 2) The Contractor is encouraged to offer additional e-commerce solutions on its website, subject to prior review and approval by the University.
- 3) The University shall not be required to obtain any approval from Contractor regarding the creation of the University link other than merely notifying Contractor of the location and/or addresses for the same.
- 4) The University may take such action as it deems appropriate to maintain the integrity of the service and its web site and accordingly has the right to remove or temporarily restrict access to Contractor's link at any time. The Contractor shall use its reasonable efforts to advise the University immediately of any activities which may adversely affect University's web-site. The University has the full and exclusive right to grant or permit the Contractor to access the University's web-site and use University's site links.

### **C.3.9 MANAGEMENT AND STAFFING**

The Offeror shall propose a strategy for ongoing management recruitment, training and retention for the Program. The Contractor shall maintain an adequate staff to provide an excellent level of service and shall provide such expertise (administrative, dietetic, purchasing, human resources and so forth) as needed. The University shall have the right to review staffing patterns and job schedules, and to require Contractor to alter same to ensure adequate staffing.

### **C.3.10 TRAINING**

**C.3.10.1** Individual training for all Contractor employees shall be performed by the Contractor at the Contractor's expense. For any new employee assigned to the Program, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new employee. All Contractor employees shall be instructed and trained (as appropriate) by the Contractor in proper:

- 1) Food preparation methods;
- 2) Safe food handling and HACCP requirements – all managers and supervisors shall be required to be ServSafe certified and to be recertified a minimum of once every three years;
- 3) Guest service standards of excellence;
- 4) Cleaning and sanitation standards and procedures;
- 5) Dress (uniform) and identification, as well as personal habits and hygiene;
- 6) Cleaning and sanitation procedures;
- 7) Life safety;
- 8) Safe and proper equipment operation;
- 9) Diversity awareness and appreciation;
- 10) Proper sustainability practices; and
- 11) Conduct when working with minors.

**C.3.10.2** For events or dining operations where alcoholic beverages are served by Contractor employees, such Contractor employees shall be required to be trained and certified in service of alcohol by TIPS (Training for Intervention Procedures) or equivalent. Upon University request, the Contractor shall provide University with proof of relevant employees' certification. The Contractor and its employees serving alcoholic beverages shall comply with the following:

- 1) Alcoholic beverages shall be stored only in University approved securable storage;
- 2) Any selected Contractor employee serving alcoholic beverages at licensed premises shall be 18 years of age or older, never convicted of a crime, and not a full-time law enforcement officer;
- 3) Contractor employees serving alcoholic beverages shall record sales of alcoholic beverages separately from food and non-alcoholic beverage items;
- 4) Any serving of alcoholic beverages shall be done in accordance with University policies

and all applicable federal, state and municipal laws, including restricting access to alcoholic beverages by persons under the age to consume and by those who are actually or apparently intoxicated.

### **C.3.11 FINANCIAL RETURN**

The Offeror shall provide a financial proposal where the University benefits the most, while still providing the desired program. The level of financial performance proposed will become the performance benchmark that the awarded Contractor must deliver, and all financial information proposed will become part of the contract.

### **C.3.12 CAPITAL IMPROVEMENT PLAN**

The Offeror shall provide a capital improvement plan that will meet the University's objectives of achieving a best practice retail dining program. The plan shall be comprehensive in addressing trade dress, signage, display equipment and smallwares needs related to implementation of Contractor's proposed programs and services.

### **C.3.13 AUDITING, ACCOUNTING AND REPORTING**

**C.3.13.1** The Contractor shall provide the CA with a complete set of monthly financial statements for the Program no later than the 10th day of the following month. Financial statements will include the following:

- 1) Monthly profit and loss statement for the dining program in aggregate, with supporting, individual profit and loss statements for each dining operation, as well as catering and summer conference/camp dining. Profit and loss statements will show budgeted and actual sales by sales type (cash, residential meal plans, voluntary meal plans, credit card, etc.) and budgeted and actual expenses by detailed expense category. Said sales and expenses shall be reported for the current period and year-to-date. Causes and appropriate documentation of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements.
- 2) Monthly Commission report with revenue reported separately by retail location and for catering and the commission check for the month.
- 3) Operating statistics for each dining location and in aggregate, including but not necessarily limited to the following:
  - a) Meal Plan participation by plan type;
  - b) Meals per labor hour by location;
  - c) Monthly guest counts by location and by meal period (breakfast, morning break, lunch, afternoon break and evening);
  - d) Average check for each retail location;
  - e) Sales mix report for each retail location (sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages and desserts);
  - f) Recap of number/type of catered events and estimated number of guests.
- 4) Cash register tapes by day and by register will be accessible by the University upon request.

- 5) On an annual basis, the Contractor shall submit a detailed University Program Financial Statement within thirty (30) days after each year.

**C.3.13.2** In addition to the above, the Contractor shall provide special reports and analysis covering its operations under the contract as may be requested by the University.

**C.3.13.3** Upon request of the University, the Contractor shall meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results of the required services. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.

#### **C.3.14 DAYS AND HOURS OF OPERATIONS**

The Contractor shall outline the service days and hours to meet the intent of the University expectations. It should also include services that may be required between breaks to accommodate University sponsored and off-campus programs. Minimum days and hours of operation, on a per location and service basis, shall be established and agreed to annually and will become a part of the Annual Plan. Retail hours in the New Student Center will increase including late night offerings and service during academic breaks.

#### **C.3.15 PRICING**

The Contractor shall provide menu and meal plan pricing to meet the intent of the University expectations. Pricing shall be established and agreed to annually and will become a part of the Annual MOP. Contractor's requests for price increase must be predicated on increases to the cost of doing business, and shall require substantiation in the form of labor projections, wage levels, food costs, related operating costs and changing program needs. Price changes will be negotiated in good faith between the Contractor and the CO. Acceptance of price increase shall be at the sole option of the University; approval of price increases shall not be unduly withheld. The Contractor will not alter prices once approved by the CO without obtaining further approval, and must be able to justify that proposed price increases are the result of legitimately escalating costs of doing business.

#### **C.3.16 SOURCING OF FOOD, BEVERAGES, SUPPLIES, SMALLWARES & EQUIPMENT**

- 1) The Contractor shall procure all food, beverages, supplies and smallwares necessary for the effective operation of the Program, as well as equipment, as requested or required by the University. The Contractor shall take advantage of all available trade, cash, promotional, and quantity discounts to be able to maintain the lowest possible prices in the dining service operations. The University retains the right to select and/or approve any vendor used by the Contractor. The Contractor shall purchase brand name products or equivalents, as specified by the University. The Contractor and University recognize the value of securing sponsorship relationships for the University. Notwithstanding the foregoing, University will ensure that such sponsorship agreements do not impair the quality of the food and beverage items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage



service) or increase the costs for such items (as compared to the Contractor' pricing for comparable items of similar size and quality). The University and Contractor agree that they will not compromise the quality of the food and beverage items served in the dining facilities in order to secure a sponsorship. In the event the University decides to enter into a sponsorship agreement (or enters into any other relationship) that increases the costs that Contractor incurs, upon written proof of the effects of such cost increases incurred by Contractor, then University shall authorize the Contractor in writing to reasonably adjust its prices in the dining facilities to minimize the impact of such cost increases.

- 2) The Contractor shall engage in competitive specification buying. However, food, beverages, supplies, smallwares or equipment may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price. Whenever the Contractor shall contract with any company controlled by or under common control with the Contractor, the terms thereof shall be no less favorable to the University than what the Contractor could have obtained in the public marketplace for materials or services of the same quality and quantity from independent third parties and on terms no less favorable to the University than those pursuant to which the affiliate provides similar services to any other comparable dining service operated by the Contractor. The Contractor shall advise the University of the substance of any such agreement.
- 3) When and where reasonably cost effective, the Contractor shall provide and use locally made products and local vendors. Therefore, local agricultural products purchase objectives shall be established as part of the Annual Management Operation Plan.

### **C.3.17 MINIMUM PURCHASE SPECIFICATIONS**

The Contractor shall use its best efforts to emphasize use of fresh foods as opposed to canned or frozen, and reduce the use of processed foods. Additionally, the minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- 1) MEATS: All meats must be inspected and passed for wholesomeness by official inspectors of the U.S. Department of Agriculture and/or the local health department. Ground beef is not to exceed 20% fat content. Meats served shall be prepared from the meats of the grades and types, which will produce high quality finished products. Items such as steaks and roasts shall be of prime or choice grade. All pork, pork products, manufactured and processed items shall be number 1 grade.
- 2) FRESH FRUITS AND VEGETABLES: All fruits and vegetables shall be top grade, such as extra fancy, depending on the specific fruit or vegetable used in preparation of the finished product.
- 3) FROZEN FOODS: All frozen foods shall be U.S. grade AA or A, depending on the specific product used and shall have been packed under continuous inspection by the U.S. Department of Agriculture.
- 4) FRESH EGGS: All fresh eggs shall be U.S. grade AA (Large), and cage free.

- 5) FRESH POULTRY: All poultry shall be Grade A or better and must be inspected and passed for wholesomeness by the official inspectors of the USDA.
- 6) FRESH SEAFOOD: All seafood shall be of the best quality, fresh or frozen, and conform to all standards and regulations of the Department of Health frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the USDA.
- 7) CANNED FRUITS: All canned fruits shall be U.S. Grade A Fancy or Grade B Choice. Upon routine inspection, no dented cans or rusted cans shall be allowed on University shelves.
- 8) DAIRY PRODUCTS: Milk products shall be RSBT free, fortified with Vitamin D and be Grade A. Ice cream shall not contain less than 10% butterfat, not exceed 85% overrun, maximum 3% stabilizer and be available in a minimum of 3 flavors. Butter/Margarine shall be a minimum 92 score. Cheeses and frozen dairy products shall comply with Department of health standards.
- 9) ANTIBIOTICS AND GROWTH ADDITIVES: Continuous improvement toward reduction of antibiotics and growth additives in foods served.

### **C.3.18 FOOD SAFETY AND QUALITY ASSURANCE**

- 1) The Contractor shall develop a process that incorporates HACCP (Hazard Analysis, Critical Control Point) monitoring, testing and recording of serving and storage temperatures. The HACCP plan shall be reviewed and approved by the CA.
- 2) Foods will be served at industry standard temperatures, currently as follows:
  - A) Cold foods, salads, dressings and milk: 41 degrees or less;
  - B) Hot foods, including but not limited to, soups, sliced meats, extended entrees including casseroles, starches, vegetables, and hot cereals: greater than 140 degrees; and
  - C) Eggs: 40 degrees.
- 3) All food must be properly stored. Stored foods will be maintained at industry standard temperatures, currently as follows:
  - A) Refrigerated Storage temperatures: Dairy/Produce and Meats 41 degrees or less;
  - B) Frozen Storage temperatures: -10 degrees to zero; and
  - C) Dry Storage temperatures: 60 degrees to 70 degrees.

- 4) Frozen foods, once thawed, shall not be refrozen. Leftover foods from meal service shall not be refrozen, but rather, shall be labeled, dated, and refrigerated. Such foods must be used within 24 hours, with the exception of mustard, ketchup, bread, and cheese.
- 5) All leftovers must be heated to internal temperatures in keeping with HACCP guidelines for re-use.
- 6) All foods shall be appropriately labeled, including vegetarian and vegan identifiers. The Contractor shall develop creative displays and attractive garnishes in each serving area. Serving lines, salad and deli bars, and all other food display areas are to be attractively decorated for each meal with seasonal décor or other items.
- 7) Food wrappings are to be used as needed to protect freshness. Any food appearing discolored, unappealing or not fresh shall not be served. Leftover items which cannot be maintained at an acceptable and high level of freshness will not be served again.
- 8) The Contractor shall maintain and regularly revise standard recipes at the request of University in order to better respond to consumer demand. A complete standard recipe file shall be located on site at the Contractor's office.

### **C.3.19 SANITATION**

**C.3.19.1** The Contractor shall be responsible for custodial and sanitation of all food service loading dock, receiving, storage, support, ware washing, production, service and dining areas with the exception of mechanical and electrical rooms, and except as otherwise noted in this contract. This includes occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. Housekeeping and sanitation programs must meet the highest standards of cleanliness.

**C.3.19.2** The maintenance of proper sanitation levels is the full responsibility of the Contractor. The University expects that a collaborative relationship will be developed between the Contractor's management staff and University.

- 1) The Contractor is required to engage, at Contractor's cost, an independent sanitation and food safety inspection service to review all Dining Services Program operations and facilities at least once per semester.
- 2) All food service facilities and equipment shall be maintained to the levels necessary to successfully pass each health department evaluation. In the event that an operation is flagged for violation by the Health Department, the Contractor shall immediately correct the violation to the Health Department's satisfaction.
- 3) A copy of all Health Department inspection reports and all independent inspection reports will be forwarded to the CA immediately following the inspection. If there are noted deficiencies, the Contractor shall include a written report that explains the cause and stipulates how the issues will be corrected.

**C.3.19.3** **WORK AREA SANITATION REQUIREMENTS:** For each operation associated with the Program, the Contractor shall maintain the kitchen, loading dock, storage, dishroom, food preparation, serving area equipment and facilities in a clean and in sanitary condition through the length of the work day and on a daily basis, cost of which to be borne by the Contractor. The following minimum standards shall be enforced at all times:

- 1) Serving area production and service counters, beverage dispenser areas, salad and deli bar areas, and condiment tables shall be thoroughly cleaned on a daily basis. Spot cleaning shall occur during all mealtimes so that the entire serving area is free from food debris, spills, or miscellaneous waste.
- 2) Kitchen and servery work areas and food preparation equipment shall be completely cleaned following each use. All cooking surfaces will be continually cleaned and always free from accumulated grease or other waste.
- 3) Interior and exterior surfaces of exhaust hoods and exhaust hood filters shall be regularly cleaned as prescribed by the manufacturer and local fire department authority.
- 4) Tray drop counters, carts and dishroom conveyor systems shall be cleaned frequently during each meal time.
- 5) The dishroom and wash sinks shall be completely cleaned following each use. Water on the floor shall be quickly removed.
- 6) Floors in serving areas and “back of house” food service areas shall be cleaned daily. Non-carpeted floors shall be cleaned by scrubber or mopping. There shall be no grease, spills, cardboard boxes, towels, or other debris lying on the floor at any time. Daily vacuuming and daily cleaning/sanitizing of carpeted flooring associated with the Program, including dining areas, shall occur in accordance with manufacturer’s instructions (to be provided by CA). Spills shall be cleaned immediately to prevent permanent carpet or tile damage.
- 7) Window interiors and walls shall be kept clean and free from dust, dirt and grease and food debris.
- 8) Restrooms located in “back of house”, non-public food service areas shall be cleaned daily and supplied with associated paper supplies and hand soap.

**C.3.19.4** The Contractor shall be responsible for the proper deposit of used oil to grease traps and securing of used oil in cleaned/locked units on loading docks, in accordance with the campus environmental health and safety program, and to include weekly industrial cleaning of the areas surrounding all grease traps.

**C.3.19.5** The Contractor shall be responsible for gathering and containerizing trash, garbage and recyclables generated by the Program, and for all Contractor-generated trash and recyclables removal to designated University trash containers, recycling containers, and/or compactors. The Contractor shall be responsible for day to day spot cleaning as well as weekly industrial

cleaning of sanitation areas around all loading docks, receiving and trash areas used. Costs associated with these requirements shall be borne by the Contractor for all Program locations.

**C.3.19.6** For each operation associated with the Program, the Contractor shall maintain dining and public circulation areas in a clean and in sanitary condition through the length of the work day and on a daily basis, cost of which to be borne by the Contractor. The following minimum standards shall be enforced at all times:

- 1) Interior and exterior dining facility tables and chairs will be straightened throughout all meal times and at the end of each day. Interior and exterior dining facility tables, table bases, chairs and floors will be will be thoroughly cleaned on a daily basis and will be spot-cleaned throughout all meal times so that the dining area is free from food debris, spills, or miscellaneous waste. At all locations, interior windows and walls will be spot cleaned and kept free from dust, dirt, grease and food debris. The Contractor is responsible for regularly scheduled, full cleaning of interior walls to a height of 7 feet above the finished floor at all locations.

**C.3.19.7** The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Upon review and approval of the CA, cleaning and sanitation schedules shall be posted and implemented within 30 days of contract award.

**C.3.19.8** The University will provide a two-day period twice per year, during which University dining facilities can be closed to operations. During this timeframe, the Contractor shall be responsible to deep clean and sanitize all food service work areas and equipment.

**C.3.19.9** The Contractor shall develop quality sanitation standards and all employees will be trained and instructed in sanitation standards, cleaning procedures, personal habits and hygiene. The Contractor shall train and ensure that their staff shall comply with the following standards:

- 1) Acceptable personal hygiene practices, including daily bathing, washing of hands with warm water and soap upon arriving for work and after using the restroom facilities;
- 2) Clean and appropriate outer garments or uniforms;
- 3) Hairnets or hats for all staff who have hair of six (6) inches or longer; and
- 4) Removal of jewelry (except simple wedding bands) for food handlers.

**C.3.19.10** The Contractor shall work collaboratively with the University in the scheduling of pest control services associated with the Program.

### **C.3.20 SERVICE STANDARDS**

The Contractor shall adhere to the following service standards on food preparation and food serving:

- 1) All foods must be garnished for attractive presentation.
- 2) Entrée plates are to be heated prior to service where possible and appropriate.
- 3) Serving lines are to be well stocked throughout the entire service. The last guest is to be offered the same range of choices as the first guest.
- 4) Serving lines, salad bars, and food display areas shall be decorated at all times with seasonal displays, flowers, etc. as approved by the University.
- 5) All hot foods must reach the patron hot, and all cold foods cold.
- 6) The Contractor employees shall be polite and diplomatic in enforcing Contractor and University regulations.
- 7) The Contractor employees shall be alert and attentive to guest needs at all times.
- 8) The Contractor employees shall be dressed in clean uniforms and display warm and friendly attitude.
- 9) Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service standard that: if you are not willing to purchase a product yourself, it should not be served or displayed to the guest. Leftover food items served the night before which cannot be maintained at the same level of freshness as when first served shall not be used. Leftover food items can only be served one (1) time after its initial cycle date.
- 10) All food products stored in any unit must be properly wrapped, labeled and dated. All storage shall meet University requirements and in general be in compliance with industry and Board of Health standards.
- 11) Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Specifically, the quality and appearance of food shall be inspected by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.
- 12) All spillage or soil spots shall be removed promptly from counters, steam table pans, general serving areas, and floors.
- 13) Salads and other pre-dished items shall be frequently replenished or regrouped so as not to convey a sparse or disheveled appearance.
- 14) Pre-dishing of entrees shall be avoided.
- 15) Partially used, broken or spilled items shall be removed from the area promptly.

- 16) Tables shall be cleaned promptly and trash receptacles shall be emptied as required to provide an attractive and clean facility.
- 17) All chipped dinnerware must be removed from service and discarded.
- 18) Service problems shall be anticipated and resolved immediately. The Contractor's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: lines excessively long for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; shortages of trays, napkins, silverware, etc.
- 19) The Contractor shall be responsible to solicit guest feedback as well as conduct an annual dining survey and other feedback mechanisms, as requested by the CA. Feedback on Contractor's services shall also be gathered through the University's annual Quality of Life survey. The Contractor shall respond to all guest comments, surveys, etc., as requested by the CA, and shall respond promptly on its own behalf in a positive, courteous and concerned manner and shall take action to ensure that causes of legitimate complaints are corrected. The CA shall receive copies of all complaints along with Contractor's resolution of said complaints within 24 hours, except in the event of serious complaints pertaining to safety, sanitation and service, in which case the CA shall be notified immediately.
- 20) All menu items shall be clearly labeled indicating key ingredients as well as indicating alerts for any ingredients commonly known to cause allergic reactions. Signage should also include pricing for all menu items.

### **C.3.21 PROVISION OF SMALLWARES, CAPITAL EQUIPMENT AND EQUIPMENT MAINTENANCE**

- C.3.21.1** The Contractor shall provide, at Contractor expense, all smallwares as needed for the proper operation of Program, with the exception of smallwares provided by the University, at the beginning of the Contract term. The Contractor's initial smallwares purchases, in conjunction with University provided smallwares shall together comprise the smallwares inventory par stock. Thereafter, Contractor shall be required to provide ongoing replacement of par stock. All Contractor smallwares purchases shall be fully expensed as a cost of operations in the year of purchase. Ownership of smallwares shall reside with the University. The Contractor shall be required to return at the termination or expiration of the contract all smallwares items then associated with the operation of the Dining Services Program including any replacements made during the contract term.
- C.3.21.2** The Contractor shall be responsible for the scheduling of maintenance for both Contractor provided and University owned equipment.
- C.3.21.3** The Contractor shall pay the cost of repairs and maintenance for Contractor owned equipment.

**C.3.21.4** The Contractor shall maintain all capital equipment in excellent condition, and be responsible for development and implementation of a comprehensive Preventive Maintenance Plan which is submitted as part of the proposal. The Preventive Maintenance Plan shall be updated on an annual basis and become part of the Annual Plan. Upon termination or expiration of the contract, Contractor shall leave all University owned equipment in excellent condition and good working order, subject to reasonable wear and tear and loss or destruction due to fire or other casualty.

**C.3.21.5** The Contractor shall agree to assume the cost of repair and/or replacement of University owned equipment resulting from negligence, acts or omissions of Contractor and/or its employees.

### **C.3.22 CURRENCY ACCEPTANCE**

**C.3.22.1** The Contractor shall be required to accept the following payment methods in all locations under this contract:

- 1) Cash;
- 2) Debit/Bankcard;
- 3) Master Card/Visa/American Express/Discover;
- 4) Departmental Charges;
- 5) Campus one card system, as required.

**C.3.22.2** The Contractor shall be required to purchase, provide, program and maintain its own management software and hardware and its own point of sale hardware and software, including credit card readers that are PCI compliant for the acceptance of debit and credit cards, and the University's one-card campus card. The University currently uses Micros.

### **C.3.23 CAMPUS CONTRACTS**

The University reserves the right to honor any existing campus wide contract with another Contractor entered into prior to contract award from this solicitation and/or solely negotiate any type of campus wide contract following the start date of this contract, including but not limited to University's pouring rights agreement. The Contractor shall agree to abide all applicable terms and conditions of the same in providing specific food/beverage items for the Program.

### **C.3.24 DINING SERVICES ADVISORY COMMITTEES**

The Contractor shall be required to implement a Dining Services Advisory Committee in collaboration with the University.



**C.3.25 ALTERNATE DINING LOCATIONS**

The Contractor, along with the CA will work jointly in determining the most practical and economically feasible location to provide specific components of the Program during any construction periods.

**C.3.26 EMERGENCY SERVICES**

The Contractor shall be required to provide food service under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, earthquake, pandemic, power failure, etc., in accordance with the University's Emergency Procedures and/or Business Continuity Plan. The Contractor shall be reimbursed for all costs except for costs of providing food services to meal plan participants. The Contractor shall not be reimbursed for any loss of revenue from an interruption of the Program, or for use of any food service areas or facilities for such emergency purposes.

**C.3.27 PRE-OPENING EXPENSES AND CAPITAL INVESTMENT PLAN**

- 1) The Contractor shall fund Pre-Opening Expenses on behalf of the Program. The pre-opening expenses include, but are not limited to, travel, meals, lodging, opening promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, salaries and fringe benefits, crew training, and other expenses related to preparing for, and commencing services upon contract award.
- 2) The Contractor shall provide an investment in the Program to fund capital improvements in the University's premises. The capital investment shall be depreciated on a straight line basis over four (4) years. The University shall hold title to items funded by the investment. If the Agreement ends for reasons other than poor performance prior to the capital investment being fully depreciated, then the University will reimburse the Contractor for undepreciated portion of the capital investment, and all capital investments and fixtures will become the property of the University.
- 3) The Contractor shall agree to purchase office computer equipment required for the successful execution of the Contract. The office computer shall be fully depreciated by the end of the base year and title shall reside with the Contractor.

**C.3.28 LOCAL SUPPORT**

In the interest of fostering positive town grown relationships with the local community, the Contractor shall donate to community functions, as appropriate, and to on-campus events.

**SECTION D: PACKAGING AND MARKING**

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

## **SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, and 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. (Attachment J.1)

### **E.1.1 Inspection Of Supplies:**

- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the March (2007) SCP. 2 system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

- (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or

at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

#### **E.1.2. Inspection Of Services:**

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF THE CONTRACT**

The term of the contract shall be for a period of one year from the date of award with four (4) option periods.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The University may extend the term of this contract for a 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 University will give the Contractor preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The Contractor may waive the 60 day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 TERMINATION**

- a. The Contractor shall perform in accordance with the terms and conditions as stated herein incorporated in the contract and in accordance with the highest standards and commercial practices for operation of the dining services serving the University. If the Contractor shall fail to fulfill or perform any material obligation of the Contractor under the contract and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from the University to the Contractor informing the Contractor of its failure to fulfill or perform said material obligation, then the University may terminate the contract by providing the Contractor with written notice (the "Termination Notice").
- b. The University may terminate the contract at any time by providing the Contractor with one-hundred twenty (120) days written notice.
- c. The University may terminate the contract immediately upon written notice to the Contractor if the Contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the Contractor, a receiver is appointed, or if any substantial part of the Contractor's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

**F.4 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the University requirements and submit each deliverable to the Contract Administrator (CA) identified in Section G.6 in accordance with the following:

<b>SECTION</b>	<b>DELIVERABLE</b>	<b>QUANTITY</b>	<b>FORMAT/ METHOD OF DELIVERY</b>	<b>DUE DATE</b>
C.3.7.1	Dining Services Program Assessment	1	Hard & electronic copy	Every 10 <sup>th</sup> day of start of Option Year
C.3.7.2	Updated Annual Management Operation Plan	1	Hard & electronic copy	Every 10 <sup>th</sup> day of start of Option Year
C.3.13.1	Monthly Financial Statements	1	Hard & electronic copy	Every 10 <sup>th</sup> day of the month

**F.4.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 FINANCIAL PAYMENT TO UDC**

**G.1.1** The Contractor will make payment to the University through monthly payments according to the commission schedule.

**G.1.2** The Contractor will pay the University on or before the 10<sup>th</sup> day of each month.

### **G.2 COMMISSION PAYMENT**

**G.2.1** The Contractor shall submit payment on a monthly basis in a form of a company check payable to “University of the District of Columbia - Office of Facilities and Real Estate”. The check will be submitted to the CA with concurrent copies to the CO for recording purposes.

**G.2.2** To constitute a proper payment, the Contractor shall:

**G.2.2.1** Indicate the month and year the payment is for and the project name “Dining Services Program” in the memo of the check;

**G.2.2.2** Attach the Monthly Sales Report;

**G.2.2.3** Other supporting documentation or information, as required by the Contracting Officer; and

**G.2.2.4** Name, title, phone number of person preparing the payment.

### **G.3 PAYMENT TO SUBCONTRACTORS**

- a. The Contractor must pay the subcontractors for work performed under this contract.
- b. The Contractor shall notify the University 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.
- c. A dispute between the Contractor and subcontractor relating to nonpayment or late payment does not constitute a dispute to which the University is a party. The University of the District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.4 CONTRACTING OFFICER (CO)**

**G.4.1** Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:



Ms. Sherry Jones-Quashie  
Director  
Capital Procurement Division  
University of the District Of Columbia  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
[sjones-quashie@udc.edu](mailto:sjones-quashie@udc.edu)  
Tel: (202) 274-5752

## **G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.5.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2** 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.5.3** 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.

## **G.6 CONTRACT ADMINISTRATOR (CA)**

**G.6.1** The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility 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. These include:

- G.6.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.6.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.6.1.3** Reviewing the Contractor monthly sales as against the financial return to the University;
- G.6.1.4** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and Program sales.

**G.6.2** The address and telephone number of the CA is:

Shauna N. Brew  
Auxiliary Services Business Manager  
University of the District of Columbia  
4200 Connecticut Avenue, NW  
Washington, DC 20008

**G.6.3** The CA shall NOT have the authority to:

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

**G.6.4** The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

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

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

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

**H.1.1.1** At least fifty-one (51%) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

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

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 12, date of last revision: 06/13/12, 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 Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage 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.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before the Contractor, 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.4 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 CA designated in subsection G.6 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The University 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** 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.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.4) in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of 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:

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

**H.5.4** 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.5.5** With the submission of the Contractor’s final request for payment from the University, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the Section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with Section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to Section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the CO finds that:

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

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 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 (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (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 this contract any decision of the CO pursuant to this Section H.5.8

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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 *et seq.*

## **H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this 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.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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](http://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 DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (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));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a Contractor 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 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **H.10 AUDITS AND RECORDS**

**H.10.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.10.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

**H.10.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

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

**H.10.4 Comptroller General**

**H.10.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.10.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.10.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

**H.10.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.10.1 through H.10.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and



- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

**H.10.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.10.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.10.5 of this clause.

## **H.11 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.12 UNIVERSITY RESPONSIBILITIES**

The University will provide the Contractor with:

- H.12.1** Reasonable electrical, gas and water service, at University’s expense, except as otherwise noted. The Contractor shall be expected to vigorously manage the cost of energy use.
- H.12.2** Provision of telephone and data jacks, as well as provision of local landline telephone service. The University telephones located in the University administrative facilities or offices will not be available for regular business or personal use by Contractor's staff.
- H.12.3** Cleaning and maintenance of the building ventilation system, including deep cleaning of all exhaust hood duct work, plenum chambers and roof fans as required by local fire department authority, except as otherwise noted as a Contractor responsibility.
- H.12.4** Maintenance and repair of electrical and plumbing systems, except repairs resulting from negligence, acts or omissions of Contractor and/or its employees.
- H.12.5** Regular cleaning of walls (above 7 feet from the finished floor), windows, light fixtures (including light bulb replacement), draperies and blinds in facilities associated with the Dining Services Program.

- H.12.6** Daily cleaning of public restrooms in or around facilities associated with the Dining Services Program, except as otherwise noted as a Contractor responsibility.
- H.12.7** Semi-annual waxing and buffing of floors and deep cleaning of carpets in public areas in facilities associated with the Program.
- H.12.8** Maintenance of insect and pest control in all Dining Services Program receiving, storage, support, ware washing, production, serving and dining areas, cost of which to be borne by the Contractor. The Contractor shall be expected to maintain sanitation practices that support the University's efforts in this area.
- H.12.9** Reasonable trash and recyclables removal from designated University receptacles, cost of which to be borne by the University.
- H.12.10** Provision of all necessary service related to the successful operation of the buildings related to the operation of the Program, with the exclusion of those services provided by the Contractor under the terms of this contract.
- H.12.11** Removal of grease from grease traps, cleaning and maintenance of grease traps.
- H.12.12** Furniture and Audio Visual set-up for catered events, cost of which to be borne by the University.
- H.12.13** The University will provide and make available for Contractor use all University owned furniture, fixtures, and equipment ("FF&E") associated with the Dining Services Program. Ownership of said equipment shall remain with the University. The Contractor shall be required to keep all FF&E in good repair and condition, and protect it against loss, pilferage or destruction. FF&E will be replaced as needed for the proper operation of the Dining Services Program during the term of the agreement, cost of which to be borne by the University, and purchase of which must be in compliance with University policies and procedures.
- H.12.14** The University will provide and make available to the Contractor all smallwares, if there's any (including kitchen utensils, china, glass, silverware, and service pieces), associated with the Program and owned by the University at the beginning of the contract term. Ownership of said smallwares shall remain with the University. The Contractor shall take measures to protect them against loss from pilferage or destruction. The Contractor shall be required to purchase smallwares replacements.
- H.12.15** The University will provide the Contractor a file from its student data system. The file serves as a control point for determining current student enrollment and related eligibility for campus functions/services and provides room and building access control.
- H.12.16** The University owns the servers hosting the ID Card system. The University also owns and will provide the connectivity interface between any existing University owned POS equipment and the server.

- H.12.17** The University own and provide all software and hardware required to manufacture the University's ID Card. The system serves as a control point for determining current student enrollment and related eligibility for campus functions/services and provides room and building access control.
- H.12.18** The University will be the sole responsible for maintenance and costs associated with the information technology systems it owns, including, but not limited to, e-commerce solutions, computer hardware and software services and applications ("University Systems"), except cost of repairs and/or replacement resulting from negligence, acts or omissions of Contractor and/or its employees.
- H.12.19** The University will provide the Contractor with adequate office space and office furnishings for the on-site management and administrative personnel.

### **H.13 CONTRACTOR RESPONSIBILITIES**

The Contractor shall provide the following services to support the Dining Services Program:

- H.13.1** Comply with applicable laws, ordinances, regulations and rules of federal, state and local authorities, relating to food service operations and the serving of alcoholic beverages, including but not limited to, sanitation and safety requirements, health policies and procedures, wages and hours of employment, discrimination or discriminatory conduct, withholding taxes, and Equal Employment Opportunity. Results of all inspections will be immediately given to the CA.
- H.13.2** Immediately notify the CA of any unsafe or unhealthy conditions of any type of which Contractor becomes aware, and, to the extent Contractor is responsible for such conditions, take appropriate action to remedy the condition(s).
- H.13.3** Inform the CA of any personal injuries and accidents, which require medical treatment, as well as actions or activities of Contractor employees that occur on the Program premises resulting in police or other emergency response.
- H.13.4** Obtain and pay, at their own expense, all necessary permits, licenses and inspection fees associated with the operation of the Dining Services Program.
- H.13.5** Collect and remit to the appropriate taxing authorities all federal, state and local taxes on Contractor's operations. Notwithstanding the foregoing, University shall be responsible for filing and payment of taxes, if any, upon University real and personal property, and sales tax, if any, upon University's sale of meal plans.
- H.13.6** Remit all license and/or franchise fees payable as required by approved third party licensing and/or franchising contracts and provide the University with copies of same. The Contractor shall be solely responsible for ascertaining whether licenses and/or franchise agreements are necessary to serve any third party and/or copyrighted products or items (e.g., Starbucks coffee). The Contractor shall warrant that it will not serve any such items without proper written authorization from University and the third party. The Contractor shall indemnify and

defend the University against any legal action arising out of Contractor's failure to gain authorization to use or Contractor's unauthorized use of copyrighted materials, intellectual property, or marks belonging to third parties. The preceding sentence shall not apply to patented, copyrighted, or trademarked materials, equipment, devices or processes furnished or modified by the University.

- H.13.7** Develop and maintain an ongoing inventory of both Contractor owned and University owned equipment and smallwares for purposes of inventory valuation and control, to be provided to the CA on an annual basis over the life of the contract term. Inventory records must account for: 1) All equipment and smallwares inventory at the start of the Contract; 2) Equipment and smallwares purchased during the term of the contract; and 3) Equipment and smallwares that have been removed from service and disposed of, the aforesaid are requiring the approval of the CA. The Contractor shall be responsible to participate with the University in any joint physical inventory that shall be taken from time to time during the term of the contract, and at the termination of the contract. If any of the inventory owned by the University is lost, damaged or unaccounted for prior to expiration of its useful life, either during or at termination of the contract, as a result of Contractor's negligence and not considered reasonable wear and tear, then the Contractor will either pay the University an amount proportionate to the remaining useful life of the item using the straight-line method of depreciation, or replace items with an identical or equal product.
- H.13.8** Provide its own office equipment, clerical support and transportation needs.
- H.13.9** Develop and perform procedures for cash collection and meal counts in compliance with the University's requirements and subject to the University's approval.
- H.13.10** At the end of each monthly accounting period, conduct a physical inventory of all food and beverage on hand, including cost, for use in developing monthly financial statements and accounting reports.
- H.13.11** Provide the CA with a copy of the year-end food inventory within thirty (30) days after the end of each University fiscal year, if requested.
- H.13.12** File and maintain records for a period of three (3) years from date of final payment (longer if required by law) for all necessary Federal, State, County, and local forms and claims for the Dining Services Program.
- H.13.13** Provide all vehicles, their maintenance and insurance, as required to deliver food and supplies necessary in the Program, as well as qualified staff to operate these vehicles.
- H.13.14** Schedule regular meetings with the CA in order to review and obtain input regarding Contractor's performance on the Program.
- H.13.15** Maintenance of insect and pest control in all Program receiving, storage, support, ware washing, production, serving and dining areas, cost of which to be borne by the Contractor. The Contractor shall be expected to maintain sanitation practices that support the University's efforts in this area.

- H.13.16** The Contractor shall provide the Contract Administrator (CA) a copy of all Contractor's contracts directly related to branded concepts.
- H.13.17** The Contractor shall bear all expenses for furnishing any and all its corporate, regional, and/or national branded concepts free of all franchise and/or license fees to the University.
- H.13.18** The Contractor shall seek approval from the University any business plans for subcontracting. The University reserves the right to approve or disapprove the revised Subcontracting Plan.
- H.13.19** The Contractor shall ensure all catering events are conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and service.
- H.13.20** The Contractor shall be responsible for the proper training of any employee assigned to catering events.
- H.13.21** The Contractor shall be solely responsible for securing its equipment promptly at the closing of an event. When not available from the Contractor's standard catering equipment inventory, the Contractor must supply or rent specialized catering equipment.

**H.13.22 Prohibited Cleaning Products**

- 1) The Contractor shall not use the following products, because they pose an unacceptable risk to the person using the product, building occupants and the environment:

Alkyl phenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitrilotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil; Diethanolamine	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform;1,1,1,TCE	Trichlorethylene
Methyl Ethyl Ketone	

- 2) The Contractor shall only use environment preferred products for its chemicals and cleaning products, which do not exceed the volatile organic chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA). The expectation is that compliance with this requirement will reduce poor indoor air quality problems and complaints.

**H.13.23 Safety Requirements**

- 1) The Contractor shall be responsible for complying with all applicable District and Federal rules, regulation and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and

University property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the CA.

- 2) The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:
  - a) Back support devices
  - b) Eye protection
  - c) Hearing protection
  - d) Hand protection
  - e) Head protection
  - f) Foot protection
- 3) The Contractor shall make immediate improvement on working conditions and/or procedures, and/or stop the work should the University find any safety violation.
- 4) Notwithstanding any provision to the contrary, the University shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.
- 5) The Contractor shall immediately notify the CA if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

#### **H.13.24 Fire Prevention**

- 1) The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the University property being serviced.
- 2) The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of the contract on the procedures, means of egress and methods of reporting fires on the job sites.

#### **H.13.25 Smoke Free Environment**

The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

#### **H.13.26 Delivery of Supplies**

The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to University operations. Unless otherwise approved by the CA, such deliveries shall be made weekdays before 6:00 p.m. and/or on weekends.

**H.13.27 Communication**

At its own expense, the Contractor shall provide cellular phones, or any other telecommunication devices adequate to effectively provide a communication link to University officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and their telephone numbers shall be provided to the CA at the start of the period of performance.

**H.13.28 Property Damage Notification**

The Contractor shall promptly repair or replace any property damage caused by the Contractor or its employees at the Contractor's expense.

**H.13.29 Regulatory and Environmental Provisions**

The Contractor shall comply with all environmental laws, including the D.C. Law 7-226, "the D.C. Solid Waste Management and Multi-Material Recycling Act of 1988," and any laws relating to hazardous materials on the job sites or related to the Contractor's activities at the job sites. The Contractor shall not manage, use or store hazardous materials at the job sites except as reasonably necessary to accomplish the Statement of Work. The Contractor shall not dispose of or treat any hazardous materials on the job sites or surrounding lands or waters. The Contractor shall immediately provide to the University a written list of hazardous materials used or stored, or intended to be used or stored, at the job site, and the approximately quantities to be used or stored, prior to entering into the Contract.

**H.13.30 Asbestos Containing Materials / Lead Based Paint**

Most facilities used by District agencies were constructed prior to 1981. Facilities constructed prior to 1981 may have both asbestos containing materials (ACM) and leaded paint in the construction. Therefore, prior to undertaking any activities, which could disturb these materials, the Contractor shall obtain written approval from the CA prior to proceeding with such activity.

**H.13.31 Air Quality**

The Contractor shall only use environment preferred products for its chemicals and cleaning products, which do not exceed the volatile organic chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA). The expectation is that compliance with this requirement will reduce poor indoor air quality problems and complaints.

**H.14 ASSIGNMENT OF CONTRACT**

The Contractor shall not be permitted to assign the contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the University, and then only subject to such conditions as the University may prescribe.

## **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. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts.”

### **I.2 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.3 TIME**

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

### **I.4 RIGHTS IN DATA**

**I.4.1** “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.4.2** 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.4.3** 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.4.4** 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.4.5** All data first produced in the performance of this Contract shall be the sole property of the University. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the University under this Contract, are works made for hire and are the sole property of the University; 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 University the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the University 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 University until such time as the University may have released such data to the public.
- I.4.6** The University 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.4.6.1** 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 University installation to which the computer may be transferred by the University;
- I.4.6.2** 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.4.6.3** 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.4.7** The restricted rights set forth in section I.4.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

## RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the University'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 University of liability with respect to such unmarked software.

- I.4.8** In addition to the rights granted in Section I.4.6 above, the Contractor hereby grants to the University a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.4.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the University 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 University under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the University any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.4.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.4, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the University's or the Contractor's rights in that subcontractor data or computer software which is required for the University.
- I.4.10** For all computer software furnished to the University with the rights specified in Section I.4.5, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope specified in Section I.4.5. For all computer software furnished to the University with the restricted rights specified in Section I.4.6, the University, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the University 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.4.11** The Contractor shall indemnify and save and hold harmless the University, 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.4.12** Nothing contained in this clause shall imply a license to the University under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the University under any patent.

**I.4.13** Paragraphs I.4.6, I.4.7, I.4.8, I.4.11 and I.4.12 above are not applicable to material furnished to the Contractor by the University 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.5 OTHER CONTRACTORS**

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

## **I.6 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 University 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 University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

## **I.7 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$5,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the University of the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the University as additional insured.
  5. Crime Insurance. The Contractor shall provide crime insurance as follows: \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act, including the University of the District of Columbia as additional insured.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and

equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Ms. Sherry Jones-Quashie  
 Director  
 Capital Procurement Division  
 University of the District of Columbia  
 4200 Connecticut Avenue, NW  
 Building 38, Room C04  
 Washington, DC 20008  
[sjones-quashie@udc.edu](mailto:sjones-quashie@udc.edu)  
 Tel: (202) 274-5752

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

**The Certificate of Insurance must contain language that includes:**

- 1) University of the District of Columbia, Capital Procurement Division for dining management services
- 2) Additional insured endorsement naming the University of the District of Columbia as additional insured with respect to work or services performed under the contract.
- 3) Primary and Noncontributory Coverage –
  - a) A Contractor’s insurance policy shall be primary and noncontributory; and
  - b) No other insurance from any other entity shall apply before the Contractor’s insurance coverage and limits of liability are exhausted”
- 4) Waiver of Subrogation Endorsement  
 The policy shall contain a waiver of subrogation endorsement in favor of the University for all claims made against the University, its officers, directs, agents, and employees, except with respect to Workers’ Compensation and Professional Liability.

**I.8 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.9 ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

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

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

**I.10 GOVERNING LAW**

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

**I.11 CONTINUITY OF SERVICES**

**I.11.1** The Contractor recognizes that the services provided under this contract are vital to the University and must be continued without interruption and that, upon contract expiration or termination, a successor, either the University or another Contractor, at the University's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.11.1.1** Furnish phase-out, phase-in (transition) training; and

**I.11.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.11.2** The Contractor shall, upon the CO's written notice:

**I.11.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

- I.11.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.
- I.11.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.11.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

## SECTION J: ATTACHMENTS

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

Attachment Number	Document
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)
<b>J.2</b>	U.S. Department of Labor Wage Determination (Wage Determination No. 2005-2103, Revision No. 12 dated June 13, 2012)
<b>J.3</b>	Equal Employment Opportunity (EEO) Compliance Documents available at <a href="http://www.udc.edu">www.udc.edu</a> , under “Administration” tab, select Capital Procurement and click “For Official Capital Procurement Related Forms”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.udc.edu">www.udc.edu</a> , under “Administration” tab, select Capital Procurement and click “For Official Capital Procurement Related Forms”
<b>J.5</b>	Way to Work Amendment Act of 2006 – Living Wage Notice & Living Wage Fact Sheet
<b>J.6</b>	Tax Certification Affidavit available at <a href="http://www.udc.edu">www.udc.edu</a> , under “Administration” tab, select Capital Procurement and click “For Official Capital Procurement Related Forms”
<b>J.7</b>	UDC Background Information
<b>J.8</b>	Dining Services Background Information
<b>J.9</b>	Financial Bid Form
<b>J.10</b>	Facility Floor Plans
<b>J.11</b>	Key Personnel Performance Questionnaire
<b>J.12</b>	Staffing Workbook – the three (3) spreadsheets are also available as a Live Attachment (Functioning excel sheets) in the UDC website - <a href="http://www.udc.edu">www.udc.edu</a> , under “Administration” tab, select Capital Procurement and click “Business Opportunities”
<b>J.13</b>	Financial Projection – the three (3) spreadsheets are also available as a Live Attachment (Functioning excel sheets) in the UDC website - <a href="http://www.udc.edu">www.udc.edu</a> , under “Administration” tab, select Capital Procurement and click “Business Opportunities”



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

- K.1** Type of Business Organization
- K.2** Certification as to Compliance with Equal Opportunity Obligations
- K.3** Buy American Certification
- K.4** District Employees Not to Benefit Certification
- K.5** Certification of Independent Price Determination
- K.6** Certification of Eligibility
- K.7** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
- K.8** Payment to Subcontractor and Suppliers Certificate
- K.9** Employment Agreement
- K.10** Subcontracting Plan

**NOTE:** All of documents above, must be filled out completely, signed and submitted along with your proposal.

**K.1**  
**TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that:

- (a) It operates as:
  - a corporation incorporated under the laws of the state of: \_\_\_\_\_
  - an individual,
  - a partnership,
  - a nonprofit organization, or
  - a joint venture.
  
- (b) If the Offeror is a foreign entity, it operates as:
  - an individual,
  - a joint venture, or
  - a corporation registered for business in \_\_\_\_\_  
(Country)

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

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

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

Signature \_\_\_\_\_

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

**K.3**  
**BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**K.4**  
**DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

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

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

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

**K.5**  
**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Offeror is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
    - (i) those prices,
    - (ii) the intention to submit a contract, or
    - (iii) the methods or factors used to calculate the prices in the contract.
  - 2) The prices in this contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the Offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
- (insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the Offeror's organization);***
- As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.6  
CERTIFICATION OF ELIGIBILITY**

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

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

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

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**K.7  
CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

\_\_\_\_\_, being duly sworn (or  
(President or Authorized Official of Offeror)  
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the  
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal  
investigator, project director, manager, auditor, or any position involving the administration of federal  
funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under  
any Federal, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University or  
state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent  
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability  
of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of  
action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor	President or Authorized Official
Date	Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986  
(Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public



**K.8**  
**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

The Contractor, prior to receiving a progress payment, shall submit to the CA, certification that the Contractor has made and will make timely payments to his/her subcontractor and suppliers per his/her contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

Sherry Jones-Quashie  
Director  
Capital Procurement Division  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
Telephone: (202) 274-5752

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**K.9  
EMPLOYMENT AGREEMENT**

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 University in each project’s labor force:

at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the University registered in programs approved by the University Apprenticeship Council.

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.

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Authorized Signature*

## K-10 SUBCONTRACTING PLAN

Page 1 of 2

### PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="text-align: center;">                     LSDBE Subcontract Value                      Percentage Set Aside                 </div>
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	

### CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier : _____ <div style="text-align: center; margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></div> LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 2px 5px;">SBE:</td> <td style="padding: 2px 5px;">LBE:</td> <td style="padding: 2px 5px;">DBE:</td> <td style="padding: 2px 5px;">DZE:</td> <td style="padding: 2px 5px;">ROB:</td> <td style="padding: 2px 5px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; margin-left: 100px;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

### CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

### PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: center; margin-left: 100px;">(Print)</div> Telephone Number: (    ) _____ - _____ Fax Number: (    ) _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
--	---

**(SUBCONTRACTORS LIST CONTINUED)**

Page 2 of 2

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier : _____ <span style="margin-left: 300px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <span style="margin-left: 150px;">Name (Print)</span> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
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SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier : _____ <span style="margin-left: 300px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <span style="margin-left: 150px;">Name (Print)</span> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
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SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Date Plan Received by CO: _____		
Report: <input type="checkbox"/> Acceptable	<input type="checkbox"/> Not Acceptable	Contract Number: _____
Name of CO	Signature	Date

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

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

#### **L.1.1 Most Advantageous To The University**

The University intends to award a single Management Agreement resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the University, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

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

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

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

**L.2.1** One original and five (5) copies of the written proposals shall be submitted in two separate parts, titled "Technical Proposal" (comprising Sections L.3.1 through L.3.3) and "Financial Proposal" (comprising Section L.3.4). Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. GF-2012-R-0034, "Dining Management Services".

#### **L.2.2 Part I – Technical Proposal**

The Technical Proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in the solicitation. The offeror shall respond to each factor listed in Sections L.3.1 through L.3.3 in a manner that will allow the University to evaluate the offeror's response.

#### **L.2.3 Part II – Financial Proposal**

- 1) Completed Financial Bid Form – Attachment J.9
- 2) Completed Staffing Workbook – Attachment J.12
- 3) Completed Financial Projection – Attachment J.13
- 4) Descriptive Financial Proposal in accordance to Section L.3.4
- 5) Completed Attachments J.3, J.4 and J.6
- 6) Section K – Representations, Certifications and other Statements of Offerors – completed and executed in accordance with the instructions included therewith.

### **L.3 PROPOSAL SUBMITTAL REQUIREMENTS**

The Offeror shall submit a proposal that is consistent and of the same order as the information requested in this Section.

#### **L.3.1 Management Operation Plan**

The Offeror shall describe their Management Operation Plan (MOP) for operation of a retail dining at the New Student Center at 4200 Connecticut Avenue, NW and for providing catering and/or concessions to special events in the UDC campuses. The MOP should demonstrate the Offeror's expertise and capabilities in addressing the following evaluation criteria.

##### **L.3.1.1 Service Concepts**

The Offeror shall provide evidence of creativity on each service concept. Each concept shall include the menus, prices, portion sizes, style of services, policies, technology and inclusion of recognized brands that will meet the diverse University needs. At a minimum, Offerors shall adhere to the requirements outlined in Section C.3.1 of this RFP.

##### **L.3.1.2 Marketing Plan**

The Offeror shall provide a marketing plan and marketing resources that will drive retail, catering and concession revenue. The Offeror shall outline their marketing strategies, financial commitment to be spent on marketing (expressed as a percentage of sales), sample marketing materials and other requirements as outlined in Section C.3.2 of this RFP. The proposed plan must include a description of how the Contractor will measure success in implementing the plan, along with the specific performance measures that will be utilized.

##### **L.3.1.3 Continuous Improvement Plan**

The Offeror shall provide a comprehensive continuous improvement plan that will address the requirements as outline in Section C.3.3 and will include strategies for:

- 1) Identification, measurement and reporting of key performance metrics;
- 2) Monitoring customer satisfaction;
- 3) Monitoring client satisfaction;
- 4) Identifying improvement needs and remedying deficiencies;
- 5) Ensuring innovation over the life of the contract.

##### **L.3.1.4 Sustainability Program**

The Offeror shall provide a quality and comprehensive sustainability plan that will address the following requirements as outline in Section C.3.4 of this RFP:

- 1) Energy and resource management;
- 2) Waste reduction;
- 3) Recycling and reclamation;

- 4) Use of sustainably grown and/or harvested foods;
- 5) Use of locally grown foods;
- 6) Use of environmentally preferable products.

### **L.3.1.5 Wellness Program**

As outline in Section C.3.5 of this RFP, the Offeror shall provide a quality and comprehensive wellness program relative to:

- 1) Availability of nutritionally healthy products, and healthily prepared foods and portioned foods;
- 2) Strategy for providing comprehensive nutritional information to customers;
- 3) Depth and breadth of proposed wellness education program.

The proposed plan must include a description of how the Contractor will measure success in implementing the plan, along with the specific performance measures that will be utilized.

### **L.3.1.6 Technology Systems**

As outlined in Section C.3.8, the Offeror shall describe the reporting capabilities of the proposed technology systems, as well as how the systems will communicate with each other and with the University's systems, if applicable. The Offeror shall provide sample reports which will be helpful in the successful operation of the Program.

### **L.3.2 Relevant Experience and Past Performance**

- a. Provide your company's qualifications and experience in managing a dining management program. Please describe your experience providing dining management services to schools and universities.
- b. Identify five (5) dining management projects similar in nature and magnitude to the UDC dining in the past five (5) years. If more than five are submitted, only the first five projects will be considered in the evaluation. For the purpose of this requirement, projects shall be considered similar in nature and magnitude if the project is for a university, school, office or multi-purpose centers. For each project, provide the location of the project, period of performance, sales volume, square footage, client name, verifiable telephone number and email address of the school/university administrator responsible for the dining program.

### **L.3.3 Key Personnel and Staffing**

- L.3.3.1 Provide your proposed management structure, employee staffing levels and staffing guide for each dining location, including management, full-time and part-time employees. Identify all management, supervisory and support positions for the Program. Include a summary that describes recruitment, educational and training programs, and corporate support services and pre-occupancy transition plan as outlined in Section C.3.6. Also, the Offeror shall discuss their policy regarding hiring of existing dining service personnel.

**L.3.3.2** Provide professional resume of the proposed: 1) On-site manager; 2) Chef Manager; and the 3) Corporate Manager showing detailed description of his/her responsibilities from past projects. Provide two (2) letters of recommendation for each proposed key personnel from two clients on separate projects with completed Key Personnel Performance Questionnaire (Attachment J.11). The three (3) key personnel identified must be the same personnel that will service the University. Changes in key personnel after award shall be made only upon the Contracting Officer's approval.

**L.3.4 Financial Proposal**

The Offeror shall complete the Financial Bid Form (Attachment J.9) which includes the commission schedule expressed as percentage of Total Sales and Capital Investment Contribution and Proposed Amortization.

**L.3.4.1** Describe the total projected return to the University of the retail dining program, in conjunction with the value of commissions projected by the Contractor over the contract term, as supported by a financial analysis demonstrating that Contractor's proposal is financially sustainable as projected.

**L.3.4.2** Describe the net present value of proposed capital investments over the life of the initial contract term.

**L.3.4.3** Describe the net present value of any other proposed compensation to the University over the life of the initial contract term.

**L.3.4.4** Proposed Capital Improvement Plan:

The Offeror shall provide a capital improvement plan for the Program. The capital improvement plan should cover the base year only, and must include the following:

- 1) Narrative description and cost of the proposed capital improvement projects
- 2) Narrative description of proposed trade dress, signage, display equipment and smallware investments unrelated to capital improvement projects
- 3) Implementation timeline from design through completion of construction
- 4) Floor plan (mandatory) and rendering (desired) illustrating the implementation of proposed capital projects
- 5) Temporary dining requirements and proposed solution, where applicable
- 6) Proposed University dollar investment
- 7) Proposed Contractor dollar investment

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

Proposals must be submitted no later than Friday, November 9, 2012 by 2:00 p.m. (EST). Proposals, modifications to proposals, or request for withdrawals that are received in the designated University office after the exact local time specified above, are "late" and shall be



considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The proposal or modification was sent registered or certified mail not later than the fifth (5<sup>th</sup>) day before the date specified for receipt of offers.
- b) The proposal 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 University, or
- c) The proposal is the only proposal received.

#### **L.4.2 Withdrawal Or Modification Of Proposals**

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

#### **L.4.3 Postmarks**

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

#### **L.4.4 Late Proposal, Late Modifications and Late Request for Withdrawal**

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

#### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than **fifteen (15)** days prior to the closing date and time indicated for this solicitation. The University will not consider any questions received less than fifteen (15) days before the date set for submission of proposals. The University will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

## L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

**L.7.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the University except for use in the procurement process shall mark the title page with the following legend:

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

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

**L.7.2** Mark each sheet of data it wishes to restrict with the following legend:

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

## L.8 PROPOSALS WITH OPTION YEARS

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

## L.9 PROPOSAL PROTESTS

In accordance with 8 DCMR Section 3066, all protests by interested parties including any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract shall be filed in writing to the Contracting Officer (CO) within seven (7) working days after the protestor knew or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. The University will not consider protests filed after seven (7) working days. The CO will issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the CO within ten (10) working days after receipt of the written decision to the University's Contracts Review Committee (CRC). The CRC shall issue a written decision within thirty (30)

calendar days after receipt of the appeal. Any failure by the CRC to issue a written decision within the thirty (30) calendar days shall constitute a denial of the protest and shall authorize the Contractor to appeal the protest to the D.C. Contract Appeals Board (Board). In order for the Board to consider the appeal, the protestor shall file the appeal within ten (10) working days after the protestor receives a written decision from the CRC. The Contractor shall exhaust all administrative review procedures provided herewith fully and properly before appealing to the Board. The Board shall have exclusive jurisdiction to hear and decide protests and appeals from written decisions of the CRC. The Board is located at 717 - 14th Street, NW, Suite 430, Washington, DC 20004.

#### **L.10 SIGNING OF OFFERS**

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

#### **L.11 UNNECESSARILY ELABORATE PROPOSALS**

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

#### **L.12 RETENTION OF PROPOSALS**

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

#### **L.13 PROPOSAL COSTS**

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

#### **L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.7 to:

Ms. Sherry Jones-Quashie  
Director  
Capital Procurement Division  
University of the District of Columbia  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
[sjones-quashie@udc.edu](mailto:sjones-quashie@udc.edu)

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.16 BEST AND FINAL OFFERS**

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

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

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

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

## **L.19 GENERAL STANDARDS OF RESPONSIBILITY**

**L.19.1** To be determined responsible, a Contractor must, to the satisfaction of the CCO:

- (a) Have adequate financial resources to perform the contract or the ability to obtain them;
- (b) Be able to comply with the required delivery or performance schedule;
- (c) Have a satisfactory performance record;
- (d) Have a satisfactory record of integrity and ethics;
- (e) Have the necessary organizational experience, accounting, operational controls, technical skills, or the ability to obtain them;
- (f) Have the required production, construction and technical equipment and facilities, or the ability to obtain them; and
- (g) Be otherwise qualified and eligible to receive a contract award pursuant to applicable laws and regulations.

**L.19.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be nonresponsible.

## **L.20 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 1:00 p.m. on Thursday, October 18, 2012 at the Large Board Room, Building 39, Third Floor, 4200 Connecticut Avenue, NW, Washington, DC 20008. Prospective Offerors 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 University to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. All questions must be submitted in writing following the close of the pre-proposal conference but no later than October 24, 2012 (fifteen calendar days before the proposal submission due date) in order to generate an official answer. Questions will be submitted via email to Janet Concepcion, Contract Specialist, at [janet.concepcion@udc.edu](mailto:janet.concepcion@udc.edu) and copy Sherry Jones-Quashie, Contracting Officer, at [sjones-quashie@udc.edu](mailto:sjones-quashie@udc.edu). Official answers will be issued through an amendment to the solicitation that will be posted on the UDC website at [www.udc.edu](http://www.udc.edu).

## **L.21 SITE VISIT**

Site visit at the proposed sites will follow right after the pre-proposal conference on October 18, 2012.

**L.22 PRESENTATION**

After review of the Initial Proposals, Offerors in the competitive range may be invited to provide a single oral presentation that will be attended by the Technical Evaluation Committee and University officials.

## **SECTION M: EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

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

### **M.2 EVALUATION COMMITTEE**

**M.2.1** The University will appoint a Evaluation Committee who will conduct the evaluation of the Offeror's initial submissions and any subsequent best and final offers in accordance with the provisions of this Section M and the University's Procurement Regulations.

**M.2.2** The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the Contracting Officer (CO). Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the CO shall select the Offeror whose submissions are determined by the CO to be the most advantageous to the University.

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

Each proposal will be scored on a scale of 1 to 100 points based upon the criteria listed in this Section M.3. In addition, Offerors will be eligible to receive up to 12 preference points as described in Section M.5 – Preferences for Certified Business Enterprises. Thus, the total maximum number of points possible is 112. The total evaluation score will guide the CO in the determination of most advantageous to the University. Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 Technical Criteria (60 POINTS)**

##### **Factor 1 – Management Operation Plan (30 points)**

The Offerors shall describe their Management Operation Plan (MOP) that will be evaluated based on its effectivity in supporting the academic mission of the University. The MOP will demonstrate how the Offeror will successfully operate the Program in accordance with Section L.3.1.

##### **Sub-factor 1 – Service Concept (10 points)**

##### **Sub-factor 2 – Marketing Plan (4 points)**

##### **Sub-factor 3 – Continuous Improvement Plan (4 points)**

##### **Sub-factor 4 – Sustainability Program (4 points)**

**Sub-factor 5 – Wellness Program (4 points)****Sub-factor 6 – Technology Systems (4 points)****Factor 2 - Relevant Experience and Past Performance (20 points)**

The University desires to engage a Contractor with the experience necessary to perform the scope of work set forth in Section C of this RFP. Offerors will be evaluated based on their demonstrated experience and past performance in accordance with Section L.3.2. If the Offeror is a team or joint venture of multiple companies, the Evaluation Committee will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

**Sub-factor 1 – Offeror’s Qualifications And Experience (10 points)****Sub-factor 2 – Five Dining Management Projects in Past Five Years (10 points)****Factor 3 – Key Personnel & Staffing (10 points)**

The University desires that the Program will be managed by qualified key personnel and supported with adequate staffing level and corporate support services.

**Sub-factor 1 – Management Structure and Staffing Level (5 points)****Sub-factor 2 – Resume of Proposed Three (3) Key Personnel (5 points)****M.3.2 Financial Criteria (40 POINTS)**

The University will evaluate the financial proposals based on each of the Sub-factors listed below.

**Sub-factor 1 – Financial Return (30 points)****Sub-factor 2 – Capital Improvement Plan (10 points)****M.3.3 Preference Points (12 POINTS)**

Preferences for Local Business, Disadvantaged Business, Resident-owned Business, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise in accordance with Section M.5. The preference points will be added to the Offeror Evaluation Score.

**M.3.4 Total Points (112 POINTS)**



#### **M.4 EVALUATION OF OPTION YEARS**

The University will evaluate offers for award purposes by evaluating the financial proposal for all options as well as the base year. Evaluation of options shall not obligate the University to exercise them.

#### **M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

##### **M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime Contractors as follows:

- M.5.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

**M.5.1.7** Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

**M.5.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

**M.5.3 Preferences For Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 Verification Of Offeror's Certification As A Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.