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# INVITATION FOR BID (IFB) FOR THE SUPPLY AND DELIVERY OF PAPER PRODUCTS

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DISTRICT OF COLUMBIA CHILD NUTRITION PROGRAMS

2019 - 2020



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**SECTION A: COVER PAGE – INVITATION FOR BID (IFB)**

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IFB #: \_\_\_\_\_

Bid Opening: \_\_\_\_\_

Issue Date: 5/17/19

Date: \_\_\_\_\_

Closing Date: 6/14/19

Time: \_\_\_\_\_

Issued By:

Name: Friendship Public Charter SchoolsAddress: 1400 First Street NWCity, State, ZIP: Washington DC 20001Telephone Number: 202.281.1722 or 202.281.1770Name of Company: Friendship Public Charter SchoolsStreet Address: 1400 First Street, NWCity, State, ZIP: Washington DC, 20001Telephone Number: 202.281.1700

Signature of Authorized Representative: \_\_\_\_\_

Title: Director of Food and Nutrition Date: 5/10/2019**Total Estimated Amount of Proposal:**

- Base Year: 2019
- Option Year 1 - see B.2 & D.10
- Option Year 2 - see B.2 & D.10

**Note:**

By submission of this bid, the Distributor certifies that, in the event they receive an award under this solicitation, they shall operate the food service program in accordance with all applicable and current State and Federal program regulations, and the attached terms, conditions and specifications as set forth in the IFB.

*The parties hereto are fully authorized and have executed this agreement:*

\_\_\_\_\_  
*Name and Title of Institution/SFA Official*

\_\_\_\_\_  
*Signature*

*Date:* \_\_\_\_\_

\_\_\_\_\_  
*Name and Title of Distributor's Official*

\_\_\_\_\_  
*Signature*

*Date:*

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## SECTION B: CONTRACT TYPE, PRODUCTS OR SERVICES & PRICE/COST

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### B.1 OVERVIEW

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1. [Friendship Public Charter Schools](#), in the District of Columbia is seeking a Paper Distributing Company to furnish Paper items and other food service related products and delivery to 12 school sites participating in the Child Nutrition Programs including but not limited to the National School Breakfast, Lunch, After-School Snack, FFVP Programs, and the Child and Adult Care Food At-Risk Supper Program, established by the United States Department of Agriculture code of Federal regulations, and DC Healthy Schools Amendments Act of 2012 sets forth the terms and conditions applicable to the proposed procurement. The successful bidder shall deliver in accordance with the menu requirements for each applicable program.
2. The purpose of this solicitation is to award a contract to provide Paper and other incidental products related to meals served at [Friendship Public Charter Schools](#), who shall also be recognized as the Ordering Agency.
3. [Friendship Public Charter Schools](#)] contemplates award of an IFB in accordance with the D.C. Public Charter School Board Regulations and Guidelines and Federal Procurement requirements.
4. [Friendship Public Charter Schools](#) must approve all product substitutions prior to delivery.
5. SFA agree to provide Paper Distributing Company will the pricing sheet including the estimated quantities for Option Year 1 and Option 2.
6. The Paper Distributing Company must identify any items on bid that is not in compliance with the "Buy America" clause (non-domestic product (s)).
7. [Friendship Public Charter Schools](#) reserves the right to add additional points of delivery
8. [Friendship Public Charter Schools](#) reserve the right to go off contract to accommodate program requirements such as special menus or events, different packing requirements, dietary accommodations.
9. The purpose of this solicitation is to award a **Fixed Price Contract**.

## B.2 FOOD SPECIFICATIONS

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### 1. Paper Products

- ☐ Strong, reliable
- ☐ Germ Free
- ☐ Recyclable
- ☐ Microwave safe
- ☐ Biodegradable

### 2. Eating Utensils

- ☐ Strong, reliable
- ☐ Germ Free
- ☐ Recyclable
- ☐ May be served with breakfast or lunch or snacks meals

### 3. Straws, single serve

- ☐ Paper
- ☐ Strong
- ☐ Reliable,
- ☐ Biodegradable

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### B.3 DEFINITIONS

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These terms when used in this IFB have the following meanings:

- a) **"Bid"** means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b) **"Bidder"** means a food service management company submitting a bid in response to this Invitation for Bid.
- c) **"Contractor"** means a successful bidder who is awarded a contract by an Institution under the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs and the Child and Adult Care Food At-Risk Supper Program, under the U. S. Department of Agriculture:
- d) **"Paper Distributing Company" (GDC)** means a commercial enterprise or a private non-profit organization which is or may be contracted with by the school food authority to manage any aspect of the school food service;
- e) **"LEA"** means Local Education Agency;
- f) **"SFA"** means School Food Authority;
- g) **"Invitation for Bid"**, hereafter referred to as IFB, means the document used in soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Institution;
- h) **"Institution"** means the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs and the Child and Adult Care Food At-Risk Supper Program institution that issues this IFB;
- i) **"HSA"** means the Healthy School Act, D.C. Law 18-209 passed by the City Council for the District of Columbia to establish local nutritional standards for school meals;
- j) **"FNS"** – Food and Nutrition Services (USDA);
- k) **"FDA"** – Food and Drug Administration ;
- l) **"FSIS"** – USDA Food Safety and Inspection Service;
- m) **"HACCP"** – Hazard Analysis and Critical Control Points (systematic preventive approach to food safety).



## B.4 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- B.4.1 By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
- B.4.2 The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B.4.3 Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly or indirectly to any other bidder or to any competitor;
- B.4.4 No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
- B.4.5 Each person signing this bid certifies that:
- B.4.6 He is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a) (1) through (a) (3) above; or
- B.4.7 He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify: and he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

**Signature:**

\_\_\_\_\_  
Paper Distributing Company's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**In accepting this bid, the institution certifies that the institution's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.**

\_\_\_\_\_  
Authorized Institution Representative  
(Accepting a bid does not constitute acceptance of the contract.)

**Note: Institution and Bidder shall execute this Certificate of Independent Price Determination**

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## B.5 PERMANENT CERTIFICATION REGARDING LOBBYING

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### **Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **The undersigned certifies, to the best of his or her knowledge and belief, that:**

- ❖ No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- ❖ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- ❖ The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

### **Signature:**

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Food Service Management Company's Authorized Representative

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Title

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Date

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete This Form to Disclose Lobbying Activities Pursuant To 31 U.S.C. 1352

<b>Type of Federal Actions:</b>	<b>Status of Federal Actions:</b>	<b>Report Type:</b>	
<input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	<input type="checkbox"/> Bid/Offer/ Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	<input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change <input type="checkbox"/> Post-Award	
		<b>For Material Change Only:</b>	
		Year: _____	Quarter: _____
		Date of Last Report: _____	
<b>4. Name and address of Reporting Entity:</b>  Prime                                  Sub-awardee  Tier _____, if known:  Congressional District, if known:			
<b>5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime:</b>   Congressional District, if known:			
<b>6. Federal Department/Agency:</b>   			
<b>7. Federal Program Name/Description:</b>		<b>CFDA Number, if applicable:</b> _____	
<b>8. Federal Action Number, if known:</b> _____			
<b>9. Award Amount, if known:</b> \$ _____			
<b>Attach Continuation Sheet(s) SF-LLL-A, If Necessary</b>			
<b>11. Amount of Payment (check all that apply)</b>  \$ _____  <input type="checkbox"/> Actual <input type="checkbox"/> Planned			

**12. Form of Payment (check all that apply)**
☐ a. Cash

☐ b. in-kind, Specify: ☐ Nature \_\_\_\_\_ ☐ Value \_\_\_\_\_

**13. Type of Payment (check all that apply):**
☐ a. retainer

☐ b. one-time fee

☐ c. commission

☐ d. contingent fee

☐ e. deferred

☐ f. other; specify: \_\_\_\_\_

**14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted for payment indicated in item:**

**Attach continuation sheet (s) SF-LLL, if necessary**

**15. Continuation Sheet(s) SF-LLL-A attached** ☐ Yes ☐ No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No:

Date:

# INSTRUCTIONS FOR COMPLETION OF SF-LLL

## DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Items 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Invitation for Bid (IFB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "IFB-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Items 4 or 5.
10.
  - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
  - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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B.6 REQUIREMENTS BY YEAR

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Base Year Requirements: 7/1/2019 to 6/30/2020

1. Item pricing sheet for base year is included as **Attachment B**.
2. Prices stipulated in Proposal from the Awarded Bidder shall remain in effect for the term of the Contract.

Contract Renewal Option

SFA reserves the right to extend the terms and conditions of the Base Year Contract for two (2) additional one (1) year periods.

Option Year One Requirements: 7/1/2020 to 6/30/2021

1. Contractor seeking approval from [Friendship Public Charter Schools](#) to exercise Option Year One must provide an updated Pricing Sheet for Option Year One no later than [4/15/2020](#). Any price changes to items must comply with specifications as set forth in D.10.
2. Any price increases or decreases will be agreed to in writing by all Parties and new Pricing Sheets for Option Year One will be signed by the parties and entered into agreement documents no later than [5/15/2020](#)

Option Year Two Requirements: 7/1/2021 to 6/30/2022.

1. Contractor seeking approval from [Friendship Public Charter Schools](#) to exercise Option Year Two must provide an updated Pricing Sheet for Option Year Two no later than [4/15/2021](#). Any price changes to items must comply with specifications as set forth in D.10.
2. Any price increases or decreases will be agreed to in writing by all Parties and new Pricing Sheets for Option Year One will be signed by the parties and entered into agreement documents no later than [5/15/2022](#).

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## B.7 REQUIREMENTS REGARDING PRICING, BIDDING, AND ORDERING

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Bidders are asked to submit prices on all items as outlined in **Section B.2** and **Attachment 1** to be delivered to all the schools on the designated days and times as stated in Schedule A. [Friendship Public Charter Schools](#) shall indicate the estimated number of cases or units to be used during the contract period.

- A. Institution shall calculate subtotal of each product by multiplying the number of portions needed per serving period times the number of anticipated serving periods in the contract period equal = Subtotal.
- B. Bidder(s) shall calculate total price by aggregating all individual product costs = Total Contract Price.

### 1. Basis and Award of Bid

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Institutions during the term of the contract to secure all its needs from the successful contractor. Such contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract.

Award will be made to a responsive, responsible bidder(s) on the basis of the lowest aggregated cost to the Institution. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

### 2. Requirements Contract

- a) This is a requirements contract for the products and services specified in the IFB and attachments for the period set forth therein. The quantities or such services specified herein are estimates only and are not purchased hereby. In the event the Institution's requirements for services, set forth in, do not result in orders in the amounts or quantities described as "estimated" in the IFB and attachments, except as may be otherwise provided herein, such event shall not constitute the basis for an equitable price adjustment under this contract.
- b) The SFA shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
- c) The SFA may issue orders that provide for delivery to or performance at multiple destinations. The SFA may, with reasonable notice, but with no less than thirty (30) days written notice to Contractor, add Institutions not included in the agreement at the time of



award and those Institutions shall be fully incorporated into this agreement for the remaining term and any Option Years remaining.

- d) The SFA shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Schedule will be dependent upon the needs and requirements of the Institution.
- e) The Bidder (Distributor) must conduct all program operations in accordance with Federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 3016.36, 3017, 3018, 3019.40, 2 CFR Part 200, 2 CFR Part 180 and FNS (USDA) instructions, policies and memorandum, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Amendments Act of 2012, and all State Agency memorandum and requirements. It is the duty of the DISTRIBUTOR to apprise themselves of all Programs requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

### 3. Pricing

Pricing shall be on products which meet the Child Nutrition Meal Pattern requirements and Food Specifications as required by the SFA. Bid price must include price of product including transportation.

### 4. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- a) Financial capability to perform a contract of the scope required
- b) Adequacy of plant facilities for food distribution, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards
- c) Previous experience of the bidder in performing services similar in nature and scope
- d) The unit price of each product which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging, as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but the bidder, at no additional charge, must pay any charges or taxes required to be paid under future laws to the Institution.
- e) Responsive and responsible bid – must conform to all the material terms and conditions.

## 5. Product Orders

Institutions will make every effort to order products **2 days** before the day of delivery or another day that is agreed upon amongst the SFA (Institution) and Contractor, but in no case shall the Institution hold Contractor responsible for delivering orders placed after 4pm on the day before a scheduled delivery. SFA will provide Contractor with a copy of the school Calendar for the upcoming contract year at least fifteen (15) days in advance of award or renewal.

## 6. Menu Product Change Procedure (Substitutions)

Products shall be delivered on a weekly basis in accordance with the product specifications outlined in the contract. Deviation (s) from the specified products (substitutions) shall be permitted only upon authorization of the Director of FPCS-FNS and unless otherwise agreed to in writing by the parties will be provided at cost per serving that is equal to or lessor than the specified product cost per serving. . Product changes may be made only when agreed upon by both parties, however Contractor shall in no case withhold delivery or stocking of any item requested by Institution with in a reasonable timeframe to allow Contractor to acquire item(s). When an emergency situation exists which might prevent the contractor from delivering a specified meal component or product, he shall notify the Director of FPCS-FNS immediately so substitutions can be agreed upon. The Institution reserves the right to change specified products throughout the contract period.

## 7. Non-compliance

The Institution reserves the rights to inspect and determine the quality of food delivered and reject any products, which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for:

- a) unauthorized product changes;
- b) products rejected because they do not comply with the specifications,
- c) products not delivered within the specified delivery time period.

The institution reserves the right to obtain products from other sources if products are rejected due to any of the stated reasons, including closure of the Contractor's facility by the Health Department for health code violations. The contractor shall be responsible for any excess cost, but will receive no adjustment in the event the products are procured at a lower cost. The Institution or agency inspecting shall notify the contractor, in writing, as to the number of products rejected and the reasons for rejections.

If as a result of an Administrative review by the State Agency or any other normal and customary review of products served under the aforementioned meal programs operated by the Institution, the Contractor shall not be paid for disallowed meals, if the SFA does not receive reimbursement for meals served that were not in compliance with the Federal regulations due to a failure on the

Contractor's part to provide approved products that conform with all specifications of the contract. The amount of the disallowance shall be deducted from the Contractor's invoice(s).

## B.8 SUBMISSION OF BIDS

- 1) This is an Invitation for Bid (IFB), which means that it is a formal method of procurement in which sealed bids are publicly solicited, resulting in the award of a firm fixed-price contract to the responsible bidder(s) whose bid is responsive to the IFB, will conform with all the material conditions of the Invitation for Bid and at the sole discretion of the Institution, after securing approval from the District of Columbia Public Charter School Board, is deemed to be most beneficial to the Institution.
- 2) Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this IFB. Failure to do so shall be at the bidder's risk.
- 3) Bids shall be executed and submitted in duplicate (1 original and 4 copies). If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" shall govern should there be a variance between that copy of the bid and other copies submitted by the bidder. No change in the specifications or general conditions is allowed. The bidder shall initial erasures on this bid prior to submission.
- 4) A copy of a current State or local health certificate assuring that all regulations for the preparation or distribution of food and the facilities are being met shall be submitted with the bid. Failure to comply with any of the above shall be reason for rejection of the bid.
- 5) If bidder is submitting proposal with items other than the approved brands/products specified in the pricing sheets, bidder agrees to furnish samples of those items in quantities of at least 25 servings per item no later than 6/3/2019 and delivered to a mutually agreed upon location. During the evaluation process for bid award the SFA will have the right to request additional samples of items contained in the bidder's proposal and those samples will be delivered to a mutually agreed upon location. Failure of the bidder to furnish those samples within five days of written request by SFA may result in the proposal being disqualified for consideration.

## FORMAT OF BIDS

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The Format of the submitted proposal should have four (4) sections:

**Section One** will be titled Executive Summary. The Procurement Officer can review this section to determine if the vendor meets the Qualifications of the Bidder.

**Section Two** will be titled Pricing. In the Pricing section, the vendor places their proposed price per product and the aggregate estimated charges to the SFA for the specified contract period.

**Section Three** will be titled Method of Approach and Implementation Plan. This section describes how the vendor will complete the Scope of Work responsibilities to the extent possible for evaluation purposes. This will include how the Contractor will make nutritional information, CN labels etc. available to the SFA, as well as the proposed method of setting up ordering any training necessary for the Institutions management teams.

**Section Four** will be titled Bidder's Experience, Expertise and Reliability. In this section the vendor provides information about their knowledge and dependability. Additionally, this IFB packet must be completed, including the Contractor Pre-Qualification Questionnaire outlined below.

## CONTRACTOR PRE-QUALIFICATION QUESTIONNAIRE

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Company's Dun & Bradstreet Report Number: \_\_\_\_\_

**\*\* Friendship Public Charter Schools** has the right to request Dunn & Bradstreet reports as it deems necessary.

List key personnel, title(s) and years with your Company:

\_\_\_\_\_

Type of Organization: ☐Corporation ☐Partnership ☐Other \_\_\_\_\_  
☐Individual ☐Joint Venture (Please Specify)

How many years has your organization been in business as a school meal service provider?

\_\_\_\_\_

How many years has your organization been in business under its present business name?

\_\_\_\_\_

Does your organization qualify as a Certified Business Enterprise (CBE)? If so, please provide a copy of your certification. If not, could you qualify? Would you be willing to pursue certification?

\_\_\_\_\_

Is your organization a franchise operator?

\_\_\_\_\_

Will your organization use subcontractors for this contract?

\_\_\_\_\_

Financial Stability – List Trade, Bank & Insurance References we can contact:

List at least three references of on-going or recently performed National School Meal Program Services at schools. Please also include the general scope of services, the term of your contract, and the name and telephone number of person(s) we may contact:

1. School: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_  
 Contract Term: \_\_\_\_\_
2. School: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_  
 Contract Term: \_\_\_\_\_  
 Contract Term: \_\_\_\_\_
3. School: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_  
 Contract Term: \_\_\_\_\_

Claims and Suits: (if the answer to any of the following questions is yes, please attach details.)

1. Has your organization ever failed to complete any work awarded to it? Choose an item.
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? Choose an item.
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? Choose an item.
4. Has your organization ever been temporarily closed by the Health Department for **any** reason? Choose an item.

## 1. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested, in writing, prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB, if such information is necessary to bidders in submitting bids on the RFP, or if the lack of such information would be prejudicial to uninformed bidders.

## 2. Acknowledgement of Amendments to IFB

Signing and returning the amendment must acknowledge receipt of an amendment to an IFB by a bidder. Such acknowledgement must be received prior to the hour and date specified for bid opening. **See Section A.**

## 3. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the Institution no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

## 4. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

## 5. Award of Contract

- a) The contract will be awarded to the responsive and responsible bidder(s) whose bid will be most advantageous to the Institution, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- b) The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
- c) The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

6. Late Bids, Modifications of Bids or Withdrawals of Bids:

- a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> or earlier).
- b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by email, fax and telegram is authorized. A bid may also be withdrawn, in person, by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish the date of mailing of a late bid, modifications, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
- d) Notwithstanding the above, a late modification of an otherwise successful bid, which makes its terms more favorable to the Institution, will be considered at any time it is received and may be accepted.



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## SECTION C: SPECIFICATIONS / WORK STATEMENT

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### C.1 SCOPE

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Friendship Public Charter Schools is seeking a Paper Distributing Company to furnish Paper Items and associated products to be served to children participating in the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch, After-School Snack, FFVP, and the Child and Adult Care Food At-Risk Supper Program, established by the United States Department of Agriculture code of federal regulations and sets forth the terms and conditions applicable to the proposed procurement. All Meals furnished by the Food Service Management Company must also be in compliance with the District of Columbia Healthy Schools Amendment Act of 2011.

1. Contractor agrees to deliver products to locations set out in **Schedule A**, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. All products furnished must meet or exceed U.S. Department of Agriculture requirements set out in attachments, attached hereto and made a part hereof. <http://www.fns.usda.gov/cnd>
3. **All products furnished must meet or exceed the District of Columbia Healthy Schools Amendment Act of 2011 requirements which can be found at <http://www.dccouncil.washington.dc.us/images/00001/2011071112530.pdf>**
4. Contractor shall furnish products as ordered by the Institution during the period of **7/1/2019** to **6/30/2022**.
5. Contractor agrees to track and report to the appropriate authorities all available USDA Commodities associated with items delivered to the Institution. Contractor further agrees to provide SFA with detailed reports of all products purchased on a monthly basis with an accounting for Net Off Invoice (NOI) for any commodities items verifying that all items have been correctly credited and reported; and to furnish a separate report with a detail of items purchased for the fulfillment of the Fresh Fruit and Vegetable Program (FFVP) within the Institutions. The FFVP monthly report will be transmitted no later than the 3<sup>rd</sup> business day of the month for prior month purchases and will be itemized by location. All costs to the Institution must be net of applicable discounts, rebates and applicable credits. Only allowable costs will be paid from the nonprofit school food service account. Such costs must be net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority (Institution). The Contractor is required to provide sufficient information to permit the school food authority to identify allowable and unallowable costs and the amount of all such discounts, rebates and applicable credits on invoices and bills presented for payment to the school food authority (Institution).

6. Contractor agrees to make available to the SFA or Institutions a knowledgeable K-12 representative who is well versed in all aspects of the associated Federal and State regulations and in the process of accounting for and reporting commodities usage on a timely and accurate basis. In the event the Contractor has not shipped to the Institution all products in their possession that contain commodities by the end of the school year they may carry the balance over to next school year provided that a contract with the SFA is in effect for the next school year or in the process of renewal. If the contract is not renewed, the vendor will, at the SFA's discretion, pay the SFA the value of the remaining commodities or deliver the unopened cases to the Institution designated by the SFA for the benefit of the programs.
7. The Contractor agrees to purchase fruits and vegetables locally-grown when available, identify those specific products, and to provide details of the source of those products to include name of the farm, and contact information of source. That information will be provided according to a schedule that outlines the SFA's reporting responsibilities to the State Agency.
8. The Contractor agrees to purchase food and food products in accordance with the "Buy America" Provisions in the Richard B. Russell National School Lunch Act's (NSLA) including Public Law 105-336, section 12(n) of the NSLA (42 USC 1760(n) to purchase domestically grown and processed Foods, to the maximum extent practicable.
9. The Healthy School Act (HSA) Lunch Meal Menu Verification Guidelines are available in Attachment C.
10. The Contractor must keep SFA informed of new products, new brands or labels, or promotions that would be advantageous to the operations of the Institution's program, inclusive of point-of-sale materials and give-a-way promotions.
11. The Contractor shall make food components available for disable students whose disability restricts their diet and those students without disabilities who are unable to consume regular meals because of medical or other special dietary needs. These items shall be designated on a case-by-case basis upon request by SFA, giving the Contractor reasonable time to accommodate the requests.

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## C.2 APPLICABLE DOCUMENTS

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The Bidder (DISTRIBUTOR) must conduct all program operations in accordance with federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 3016, 3017, 3018, 3019, 2 CFR 200.318, 2CFR Part 180 and FNS instructions, policies and memorandum, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act and all State Agency memorandum and requirements. It is the duty of the DISTRIBUTOR to apprise themselves of all Programs requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

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## C.3 SPECIFICATIONS

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### 1. Packaging:

- a) The Contractor shall pack and mark all items in accordance with good commercial practice. Labels shall be in accordance with the Federal, Food, Drug, and Cosmetic Act and regulations promulgated there under. The Contractor shall ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving activity properly handles and stores items, the Contractor shall use standard commercial precautionary markings such as "KEEP FROZEN, KEEP REFRIGERATED".
- b) Hot Meal Unit-Packaging must be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° or (204° C) or higher.
- c) Cold meal units or those unnecessary to heat must have plastic or paper containers and overlays and must be non-toxic.
- d) Cartons – Each carton shall be labeled. Label to include:
  - Processors' Name and Plant Address
  - Item Identity, Meal type
  - Date of Production
  - Quantity of Individual Units Per Carton
- e) Meals shall be delivered with the following non-food items: condiments, straws for milk, napkins, single service ware, etc. Institution shall insert non-food items that are necessary for the meal to be eaten.

4. The Vendor must use packaging allowable per the Sustainable DC Omnibus Amendment Act of 2014. This Act bans the use of disposable food service ware made of expanded polystyrene, commonly known as foam or Styrofoam™, and other products that cannot be recycled or composted. The ban on foam began on **January 1, 2016** and applies to all District businesses and organizations that serve food. The additional recyclable and compostable requirements became effective on **January 1, 2017**. On **October 29, 2018**, new restrictions on the use of single-use plastic straws and stirrers took effect. For more information, visit <https://doee.dc.gov/foodserviceware>
- a. District Business and organizations using disposable products for food service may only use recyclable or compostable materials when serving consumers. Compliant products for consumer use include:
    - i. Products made solely of rigid plastic or made of pulp or paper with or without a plastic coating
    - ii. Products made entirely of paper or pulp without a plastic coating
    - iii. Products made of paper or pulp with a wax coating
    - iv. Products certified compostable by the Biodegradable Products Institute. For a list of certified products, visit [bpiworld.org](http://bpiworld.org).
  - b. Single-use plastic straws and stirrers are now banned from use in District schools and any entity that serves food or beverages. As a reminder, expanded polystyrene foam containers (Styrofoam) have also been banned since January 2016.

Schools must transition to compostable or reusable alternatives if they would like to continue to provide straws with meals. Compliant alternatives include:

- i. Paper
- ii. Hay
- iii. BPI-certified PLA
- iv. Reusable straws made out of materials like stainless steel or glass.

Pursuant to the Americans with Disabilities Act (ADA) and the DC Human Rights Act, students with disabilities may request single-use plastic straws to consume food and beverages. Schools must keep a stock of plastic straws available to meet the needs of students with disabilities and remain compliant with those laws.

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#### C.4 WAREHOUSE AND DISTRIBUTION FOOD SAFETY

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1. The contractor shall provide a copy of licenses and permits that are required by USDA, and Federal and Local laws and regulations.
2. In the event the Contractor's license is revoked or if the contractor receives an unfavorable rating notice in accordance with its local jurisdiction, or the contractor's facilities are closed for health code violations, the Contractor shall notify the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) prior to the next scheduled delivery.
3. [Friendship Public Charter Schools](#) reserves the right to terminate the contract for default without advance notice in the event the contractor is closed for the reasons cited in C.4.2 above.
4. The Contractor shall develop and maintain a food safety program (HACCP) to ensure compliance with food handling, preparation, holding, storing and distribution industry standards.
5. The Contractor shall monitor and evaluate the food safety program (HACCP) to ensure compliance with current Federal, State, and Local Food Safety Standards and Regulations.
6. The Contractor shall keep records of food safety inspections performed by the USDA's FSIS, and/or State/Local inspector. The records shall be made available upon request to the District Government's Health Department and to [Friendship Public Charter Schools](#). Any findings by a USDA's FSIS, State or Local inspection of the DISTRIBUTOR facility that documents a critical sanitary deficiency shall be reported immediately to the Contracting Officer with an attached report of the corrective action taken within seven (7) working days from discovery.
7. The contractor shall ensure that all products delivered conform in every respect to the requirements of the Federal Food, Drug and Cosmetics Act, and grade standards of USDA that are in effect by the contract award date or become effective after contract award.

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#### C.5 STORED PRODUCTS PEST MANAGEMENT PROGRAM

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The Contractor shall establish and maintain a stored products pest management program that establishes pest management practices for food and other collected non-food items. Also, the contractor shall monitor and evaluate the program for compliance in accordance with accepted industry standards. These standards shall include but not be limited to the Code of Federal Regulations, Title 21, part 110, Good Manufacturing Practices, the Federal Drug and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

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## C.6 CONTRACTOR'S RESPONSIBILITY TO PROVIDE QUALITY ASSURANCE

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### 1. HACCP Standards

The contractor shall maintain an in-house HACCP continuous quality control program for the inspection and monitoring of incoming ingredients against specifications and grade and microbiological standards. The program must extend to the finished products and ingredients compliance with portion size and nutrient content.

### 2. The contractor shall develop and maintain a program for warehousing and distribution to ensure the following:

- a) Usage of first-in-first-out principles;
- b) Product shelf life is monitored;
- c) Items are free of damage;
- d) Correct items and quantities are selected and delivered;
- e) Customer satisfaction is monitored;
- f) Product discrepancies and complaints are resolved and corrective action is initiated;
- g) Supplier of Federal Drug Administration (FDA) initiated food recalls are promptly reported to the SFA;
- h) Compliance with Environmental Protection Agency (EPA) and Office of Safety and Health Administration (OSHA) requirements; and
- i) Salvaged items or products are not to be used.

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## SECTION D: GENERAL CONDITIONS

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### D.1 DELIVERY REQUIREMENTS

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- a) The Contractor shall deliver only items and quantities ordered by the SFA and as specified under Section B of the contract.
- b) Products shall be delivered on scheduled delivery dates to the delivery sites (see Schedule B), unloaded, and placed in the designated areas at each school site by the contractor's personnel at each of the locations and times listed in Schedule A.
- c) The Contractor shall place all deliveries in a location assigned by person (s) designated by the Ordering Agency. Deliveries will not be accepted at the entrance of the facility.
- d) The institution reserves the right to add or delete schools. This shall be done by amendment of Schedule A. Deletion or addition of schools shall be made not less than one week prior to the required state of service. Any change in transportation cost that occurs as a result of adding or deleting schools shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that school.
- e) Any deviations from the delivery requirements including package size and content by the Contractor may be allowed only upon written request from the Contractor and approved by the [\[Insert SFA contact's name\]](#).
- f) If a scheduled delivery cannot be executed for any reason, the Contractor shall immediately notify the SFA designated representative. The Contractor shall provide SFA with the reason for non-delivery. If the reason is accepted, the SFA designee shall give the Contractor an alternate delivery date, which shall satisfy the needs at the site(s) missed in the delivery process. The Contractor shall be required to deliver only quantities for which an order was made by SFA prior to delivery.
- g) The Contractor shall not make deliveries to [Friendship Public Charter Schools](#) on Saturday, Sunday, or on school and legal holidays unless specified otherwise.
- h) Once a public radio/TV announcement of system-wide closing of schools due to inclement weather is made, all orders scheduled for delivery to [Friendship Public Charter Schools](#) for that day (s) shall be automatically cancelled and [Friendship Public Charter Schools](#) shall not assume responsibility for attempted deliveries. In such circumstances [Friendship Public Charter Schools](#) shall have the right to adjust delivery plans at its discretion.
- i) When schools are closed for snow or other emergencies requiring short notice, the Contractor shall call [Dana Leach / 202.607.0639](#) for disposition of orders.

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## D.2 SUPERVISION AND INSPECTION

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The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for appearance and packaging in addition to the quality of products.

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## D.3 RECORD-KEEPING

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- a) Delivery tickets must be prepared by the contractor and must be itemized to show the number of products of each type delivered to each school. Designees of the Institution at each school will check adequacy and accuracy of delivery before signing the delivery ticket. Invoices shall be accepted by the Institution only if signed by the Institution's designee at the school
- b) The delivery ticket shall contain information in accordance with applicable Federal, state and local regulations and shall include but is not limited to the following:
  - 1. Ticket number;
  - 2. Date of Delivery;
  - 3. Delivery Address;
  - 4. Requisition Number;
  - 5. Item Type;
  - 6. Item Number;
  - 7. Quantity of Items Delivered;
  - 8. Unit Price;
  - 9. Extended Amount;
  - 10. Carrier Operator's Name;
  - 11. Signature of SFA designee, receiving the item; and
  - 12. Acknowledgement of receiving the items by the SFA designee.
- c) The contractor shall maintain records supported by delivery tickets and purchase orders for this contract or other evidence for inspection and reference to support payments and claims.
- d) The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the Institution, and the Comptroller General of the United States at any reasonable time and place.



#### D.4 METHOD OF PAYMENT

The contractor shall submit its itemized invoice to the Institution at the time of delivery. Each invoice shall give a detailed breakdown of the number of products delivered at each school for that delivery. Payment will be made at the unit price specified in the contract. No payment shall be made unless the school representative of the Institution has signed the required delivery receipts.

#### D.5 INSPECTION OF FACILITY

- a) The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.
- b) The Contractor's facilities shall be subject to periodic inspection by State and local health departments or any other agency designated to inspect meal quality for the State. This shall be accomplished by using Federal (USDA), state or local laws and regulations.

#### D.6 INSURANCE

The Distributor is required to be insured adequately to support the terms of the contract. The Distributor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the District of Columbia. A certificate of Insurance of the Distributor's insurance coverage indicating these amounts must be submitted at the time of award.

The Distributor shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/person.

- |                            |  |
|----------------------------|--|
| 1. General Liability:      | <div style="border: 1px solid black; height: 15px; width: 150px;"></div> |
| 2. Workman's Compensation: | <div style="border: 1px solid black; height: 15px; width: 150px;"></div> |
| 3. Vehicle Insurance:      | <div style="border: 1px solid black; height: 15px; width: 150px;"></div> |

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## D.7 AVAILABILITY OF FUNDS

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- a) The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs and the Child and Adult Care Food At-Risk Supper Program.
- b) It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for products that have already been delivered in accordance with this contract.

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## D.8 TERMINATION

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- a) The SFA or the Contractor may terminate the contract for cause, by giving sixty (60) days written notice.
- b) Neither the Contractor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of either the Contractor or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.
- c) The Institution reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The Institution shall notify the Contractor, in writing, of specific instances of non-compliance. In instances where the Contractor has been notified on non-compliance with the terms of the contract, and has not taken immediate corrective action, the Institution shall have the right, upon written notice, to immediately terminate the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- d) The Institution shall give written notice to the Contractor and terminate the right of the Contractor to proceed under this contract if the Institution finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the contractor to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be an issue and may be reviewed in any competent court.
- e) In the event this contract is terminated, as provided in paragraph (\d) hereof, the Institution shall be entitled:
  - a. To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and
  - b. As a penalty in addition to any other damages in an amount which shall not be less than three, nor more than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

- f) The rights and remedies of the Institutions provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## D.9 SUB-CONTRACTS AND ASSIGNMENTS

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The contractor shall not sub-contract with another company for to fulfill its obligations under this contract; and shall not assign, without the advance written consent of the Institution, his contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the Institution as principal for the performance of all his obligations under this contract.

## D.10 ECONOMIC PRICE ADJUSTMENT AND PRICE RENEGOTIATION

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Renegotiation of product prices (as applicable) will be allowed in the subsequent years of the agreement. An economic price adjustment allows the Contractor to increase their price to the SFA and allows the SFA to demand a price reduction. If the Contractor requests a price increase, the annual percentage increase must be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the applicable area (Washington D.C. area, or Southern region) for the most recent 12-month period immediately preceding the month in which the contract expires. Before any fee or price increases can be implemented, the Contractor must document through cost documentation or price analysis the need for such price increase. Any increase or decrease in price will be documented as set forth in B.2.

## D.11 SETTLEMENT OF BID PROTESTS, DISPUTES, AND CONTRACTUAL ISSUES

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The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. Pursuant to 7 CFR §3016.36(b)(12), SFA must in all instances disclose all information regarding a protest to OSSE.

## D.12 CONTRACT WORK HOURS AND SAFETY STANDARDS

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The DISTRIBUTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the DISTRIBUTOR shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

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## SECTION E: GENERAL PROVISIONS

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### E.1 EQUAL OPPORTUNITY

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(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Chapter 60).)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, disability, age, sex, or national origin. Such action shall include, but not be limited to, the following.
  - Employment
  - Upgrading
  - Demotion or transfer
  - Recruitment or recruitment advertising;
  - Layoff or termination;
  - Rates of pay or other forms of compensation, and
  - Selection for training, including apprenticeship
2. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
3. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause. Copies of this notice shall be posted in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the

rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part. The contractor may be declared ineligible for further Government contracts, in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked, as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
9. The contractor will include the provisions of paragraph (a) through (8) in every sub-contract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. The contractor may request the United States to enter into such litigation to protect the interests of the United States, in the event the contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency.

## E.2 CLEAN AIR AND WATER

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean air Act (41 USC 1857-c-(c) (1) or the Federal Water Pollution Control Act (33 USC 1319 (c) and is listed by EPA, or the contract is not otherwise exempt.)

The Contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirement specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
2. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

3. To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
4. To insert the substance of the provisions of this clause in any non-exempt sub-contract, including this paragraph (a) (4).
5. The terms used in this clause have the following meanings:
  - a) The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et seq., as amended by Public Law 91-604).
  - b) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).
  - c) The term "Clean Air Standards" means any enforceable rules, regulations guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 USC 1857c-5(t)), an approved implementation procedure or plan under Section III(c) or Section III(d), respectively, of the Air Act (42 USC 1857c-6(c)(d)), or an approved implementation procedure under Section 112 (t) of the Air Act (42 (USC 1857c-7(d))).
  - d) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharged by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317).
  - e) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency, in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.
  - f) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or sub-contractor to be utilized in the performance of a contract or sub-contracts. Where a location or site of operations contain or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility, except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

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### E.3 CLEAN AIR AND WATER CERTIFICATION

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(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 USC 1319 (c) (1)) and is listed by EPA, or is not otherwise exempt.)

The bidder certifies as follows:

1. Any facility to be utilized in the performance of this proposed contract has ( ), has not ( ) been listed on the Environmental Protection Agency List of Violating facilities.
2. He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
3. He will include substantially this certification, including this paragraph (c) in every non-exempt sub-contract.

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### E.4 ENERGY POLICY AND CONSERVATION ACT (PUBLIC LAW 94-163)

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Institutions shall insert mandatory standards and policies relating to energy efficiency, which are contained in the State energy efficiency conservation plan issued in compliance with Public Law 94-163.



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## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

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### F.1 TERM OF CONTRACT

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The term of the contract shall be from 7/1/2019 until 6/30/2022.

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

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Friendship Public Charter Schools may extend the term of this contract for a period of up to **two (2) one-year** option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Institution give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit Friendship Public Charter Schools to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the SFA prior to expiration of the contract.

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## SECTION G: CONTRACT ADMINISTRATION

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### G.1 INVOICE PAYMENT

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Friendship Public Charter Schools will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. Contractor will leave an invoice for all items and applicable discounts at the time of product delivery.

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## SECTION H: INSURANCE

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### H.1 GENERAL REQUIREMENTS

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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 SFA 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 SFA. 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 SFA 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 SFA with ten (10) days prior written notice in the event of non-payment of premium.

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### H.2 COMMERCIAL GENERAL LIABILITY INSURANCE

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The Contractor shall provide evidence satisfactory to the SFA with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

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### H.3 AUTOMOBILE LIABILITY INSURANCE

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The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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### H.4 WORKERS' COMPENSATION INSURANCE

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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.

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## H.5 EMPLOYER'S LIABILITY INSURANCE

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

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## SECTION I: INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

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### I.1 METHOD OF AWARD

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1. [Friendship Public Charter Schools](#) reserves the right to accept/reject any/all bids resulting from this solicitation. FPCS may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
2. The Institution may award a single contract resulting from this solicitation to the responsive and responsible bidder who submits the most favorable proposal, or multiple contracts to responsive and responsible bidders on the basis of school and/or campus, if it is deemed to be in the best interest of the Institution.

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## SECTION J: PREPARATION AND SUBMISSION OF BIDS

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1. The SFA may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
2. The SFA may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
3. The bidder must bid on all Contract Line Item Numbers (CLINs) to be considered for this award. Failure to bid on all CLINs may render the bid non-responsive and disqualify a bid.
4. The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

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## SECTION K: FAMILIARIZATION WITH CONDITIONS

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

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## SECTION L: QUESTIONS ABOUT THE SOLICITATION

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If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically to the SFA contact's e-mail address. The prospective bidder should submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The Institution may not consider any questions received less than 10 days before the date set for submission of bids. The Institution will furnish responses to the Contractor contact's e-mail address. An amendment to the solicitation will be issued if the SFA decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by Institution officials before the award of the contract will not be binding.

### **ERRORS IN BIDS**

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

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## SCHEDULE A: SCHOOL SITES

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Site	Address	Telephone	Authorized Designee	Delivery Window
Friendship PCS - Armstrong	111 O Street, NW Washington, D.C. 20001	202.518.3928	Melissa Bright	6AM – 2PM
Friendship PCS – Blow Pierce	725 19th St. NE Washington, D.C. 20002	(202) 572-1070	Karen Sellers	6AM – 2PM
Friendship PCS – Collegiate	4095 Minnesota Ave. NE Washington, D.C. 20019	(202) 396-5500	Aldena Richardson	6AM – 2PM
Friendship PCS - Chamberlain	1345 Potomac Ave. SE Washington, D.C. 20003	(202) 547-5800	Andrea Johnson	6AM – 2PM
Friendship PCS – Ideal	6130 N. Capitol St., NW Washington, DC 20011	202-729-6660	Dana Leach	6AM – 2PM
Friendship PCS – Southeast	645 Milwaukee Pl., SE Washington, D.C. 20032	(202) 562-1980	Theresia Williams	6AM – 2PM
Friendship PCS – Tech Prep	2705 Martin Luther King Avenue SE Washington, DC 20032	(202) 562-1681	Michia Slaughter	6AM – 2PM
Friendship PCS – Woodridge	2959 Carlton Ave. NE Washington, D.C. 20018	(202) 635-6500	Katrina Fitzgerald	6AM – 2PM
Eagle Academy PCS	3400 Wheeler Road, SE Washington, DC 20032	202-544-2646	Vernal Crooms	6AM – 2PM
E.W. Stokes PCS	3700 Oakview Terrace NE, Washington, DC 20017	<u>(202) 265-7237</u>	Kimberly Williams	6AM – 2PM

I certify that the above items have been checked for accuracy and are in agreement with the bid specifications submitted for approval.

Signature	Director of Food and Nutrition
202.281.1700	Title
5/10/2019	
Telephone Number	Date

# SCHEDULE B: 2019 – 2020 SCHOOL YEAR CALENDAR

## FRIENDSHIP PUBLIC CHARTER SCHOOL

### 2019 - 2020 Calendar

Aug-19							Sep-19							Oct-19						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		
Nov-19							Dec-19							Jan-20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	
Feb-20							Mar-20							Apr-20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
						1	1	2	3	4	5	6	7				1	2	3	4
2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
23	24	25	26	27	28	29	29	30	31					26	27	28	29	30		
May-20							Jun-20							Jul-20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24/31	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	

 School Closed/Holiday

 Half Day

 First and Last Day of School

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## ATTACHMENT A: DEBARMENT & SUSPENSION

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**Special Note:** Regulations in 7CFR Part 3017.300 provide SFA's with three options for obtaining satisfaction that prospective contractors are not suspended, debarred or disqualified, including: (a) Checking [www.sam.gov](http://www.sam.gov). When exercising this option, school districts should ensure they document that the bidder/offeror was checked against the system; or (b) Collecting a certification from that person if allowed by this rule; or (c) Adding a clause or condition to the covered transaction with that person.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should be proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Form AD-1048 (6/04)

## OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE)

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<b>Organization Name:</b> Click here to enter text.	<b>PR / Award Project Number Name:</b> Click here to enter text.
<b>Name of Authorized Representative:</b> Click here to enter text.	<b>Title:</b> Click here to enter text.
<b>Signature:</b> Click here to enter text.	<b>Date:</b> Click here to enter text.



## ATTACHMENT B: PRICING SHEET

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**\*Separate attachment:**