# GOVERNMENT OF THE DISTRICT OF COLUMBIA District of Columbia Public Schools



## REQUEST FOR TASK ORDER PROPOSAL

**TO:** DC Supply Schedule (DCSS) Holders (Moving and Logistics)

**SOLICITATION No.:** GAGA-2024-Q-0019

**CAPTION:** Logistic Support

**ISSUANCE DATE:** January 24, 2024

**DUE DATE:** January 30, 2024, 2:00 pm Eastern Standard Time

The District of Columbia Public Schools (DCPS), Office of Fiscal Strategy (OFS), Contracts and Acquisitions, on behalf of the Office of the Chief Operating Officer (OCOO), Food and Nutrition Services (FNS) is seeking a contractor to support delivery and installation of kitchen equipment to DCPS schools and safe removal, if replacing, of existing old/broken units back to DCPS warehouse for surplus, or disposal. The contractor acts as a strategic partner at the direction of FNS who priorities this work and confirms completion.

The task order proposal should be prepared according to the instructions listed below:

#### 1. Proposal Submission Requirements

All proposals in response to this Request for Task Order Proposal (RFTOP) shall be submitted through <a href="mailto:depsoca.inquiries@k12.dc.gov">depsoca.inquiries@k12.dc.gov</a>.

The proposal shall, at minimum, include the following:

- a. Copy of offeror's DC Supply Schedule contract and contract modifications.
- b. Price quote in accordance with the offeror's DC Supply Schedule contract rates (Attachment B).
- c. DC Business License issued by the Department of Consumer of Licensing and Consumer Protection (DCLP).
- d. Certificate of Insurance in accordance with Section 11.
- e. Bidder Offeror Certification Form

## 2. Proposal Submission Date

The closing date for receipt of proposals is 2:00 p.m. January 30, 2024.

#### 3. Evaluation for Award

The District intends to award a requirements contract with fixed hourly rate CLINS contract resulting from this solicitation to the responsive and responsible offeror with the lowest bid. To be considered responsive and responsible, offerors shall meet the following minimum requirements:

- a. Provide DCSS contract and contract modifications.
- b. Provide a price quote for all requested products and services.
- c. The offeror shall be in compliance with all applicable District laws and regulations.
- d. DC Business License
- e. Clean Hands https://mytax.dc.gov
- f. Certificate of Insurance

Certificate Holder
The District of Columbia Government
DC Public School (DCPS)
1200 First Street NE Washington DC 20002

Please provide a copy of the certificate of insurance in accordance with Section 11 with below language stated in the COI:

The District of Columbia Government is Additional Insured under General Liability with respect to work.

#### 4. Term of Contract

The term of the contract shall be from the date of award through September 30, 2024.

## 5. Contracting Officer (CO)

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

LaVeta Hilton
District of Columbia Public Schools
1200 First Street NE, 9th Floor.
Washington, DC 20002

## 6. Authorized Changes by the Contracting Officer

- 6.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 6.1.2 The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract unless issued in writing and signed by the CO.
- **6.1.3** In the event the Contractor affects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## 7. Contract Administrator (CA)

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

- 7.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.
- 7.2 Coordinating site entry for Contractor personnel, if applicable.
- 7.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure.
- 7.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- 7.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment), and invoices or vouchers.
- **7.6** The address and telephone number of the CA is:

Dimitri Pankratov District of Columbia Public Schools 1200 First Street NE, 12<sup>th</sup> Floor. Washington, DC, 20002

- 7.7 The CA shall NOT have the authority to:
  - a) Award, agree to, or sign any contract, delivery, or task order. Only the CO shall make contractual agreements, commitments, or modifications.
  - b) Grant deviations from or waive any of the terms and conditions of the contract.
  - c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract.
  - d) Authorize the expenditure of funds by the Contractor.
  - e) Change the period of performance; or
  - f) Authorize the use of District property, except as specified under the contract.
- 7.8 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

## 8. Purchases of Moving and Logistic Services

The bidder shall provide moving, logistics, and installation support for Food Service Equipment. Pick up a variety of kitchen equipment at DCPS Warehouse and deliver to schools in need of equipment upgrades. The need is determined by FNS through cyclical equipment inventory and through discussions with FNS Field Specialists.

The contractor shall uncrate (if crated), set in place, install (including all necessary plumbing and electrical labor). Remove (if replacing) the disconn ected old equipment and return it to DCPS warehouse for surplus.

## 9. Invoice Payment

- a) The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.
- b) The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

#### 10. Invoice Submittal

- a) The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <a href="https://vendorportal.dc.gov">https://vendorportal.dc.gov</a>.
- b) The Contractor shall submit proper invoices every month or as otherwise specified in the contract.
- c) To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number (PO), which is listed on the Contractor's profile.

#### 11. Insurance

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the

additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

## B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate.

#### The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and noncontributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability
- 2. <u>Automobile Liability Insurance</u> The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage,

including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

## The Commercial Auto Liability policy shall be further endorsed to:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b. Coverage available to the additional insureds shall apply on a primary and noncontributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c. A waiver of subrogation in favor of The Government of the District of Columbia
- d. Defense costs shall be in addition to and not erode the limits of liability
- e. If applicable, include Form CA 99 48 03 06 Pollution Liability Broadened Coverage for Covered Autos Business Auto, Motor Carrier and Truckers (or it's equivalent)
- 3. <u>Workers' Compensation Insurance</u> The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
- 4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in

connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

- 5. Professional Liability Insurance (Errors & Omissions) The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
- 6. Commercial Umbrella or Excess Liability The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
  - 7. Employment Practices Liability The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

#### C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insurance required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must

provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

## D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.
- G. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.
- H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of: LaVeta Hilton District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE 9th Floor Washington, DC 20002

Email: Laveta.Hilton@k12.dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- L. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

#### 12. Attachments

Attachment A – Statement of Work

Attachment B – Price Schedule

Questions may be referred via e-mail to: <a href="mailto:dcpsoca.inquiries@k12.dc.gov">dcpsoca.inquiries@k12.dc.gov</a>

### ATTACHMENT A - Statement of Work

## A.1 Scope of Work

DCPS Office of the Chief Operating Officer, Food and Nutrition Services is seeking a contractor to support delivery and installation of kitchen equipment to DCPS schools and safe removal, if replacing, of existing old/broken units back to DCPS warehouse for surplus, or disposal. The contractor acts as a strategic partner at the direction of FNS who priorities this work and confirms completion.

DCPS Food and Nutrition Services requires a contractor to assist with delivery and installation (including all nessesary plumbing and electrical work) of new kitchen equipment to various DCPS schooll kitchens. Vendor shall confirm, schedule and pick up equipment at DCPS warehouse including nesesary casters, hoses, kits, ect. Vendor shall provide any additional parts nessesary to complete the install of ovens and steamer (exsample: pipes, conduit, solenoids, wires, ect.). Vendor shall remove all old and broken equipment to DCPS warehouse for surplus and all the trash and debris to dumpster on site.

#### A.2 APPLICABLE DOCUMENTS: Reserved

#### A.3 DEFINITIONS: Reserved

#### A.4 BACKGROUND

FNS is responsible for providing meal services to all 118 DCPS school sites with meal programs, equating to nearly 10 million meals each year. Additionally, FNS provides support and accountability to ensure kitchens at all DC Public Schools are in working order and in line with all DC Health Regulations.

The additional support of a contracted moving and installation company is necessary for FNS to minimize interruption to school meal service and to ensure consistent food quality in order to meet the goals of student satisfaction, caring for the whole child and aligning with USDA nutritional regulations. DCPS and FNS do not have the means internally to move large pieces of equipment. There are multiple scheduling challenges as meals are prepared throughout the day and delivery / installation of new equipment needs to occur in between prep times but completed before the next, or after last meal period. No Student days are always preferred for equipment installation in kitchens.

## A.5 REQUIREMENTS/SPECIFICATIONS

- **A.5.1** The Contractor must be prepared to provide the below services and report to the Contract Administrator (CA) in the department of Food and Nutrition Services. The contractor shall perform the following services:
  - 1. Contractor shall provide a single point of contact (POC) and qualified alternate for dispatch of delivery personnel to DCPS locations.
  - 2. Contractor shall ensure that drivers are licensed, insured to DCPS standards, security cleared by DCPS, and in compliance with all applicable regulations, policies, and guidance.
  - 3. Contractor shall be prepared for any logistics eventuality on weekends, evenings, and other non-common times and in accordance with the allowable pricing per this procurement.
  - 4. Contractor shall provide the labor to pick up, deliver, install, and switch on various kitchen equipment items as well as removing old, broken equipment and debris at the end of each workday.

- 5. Contractor shall remove old and broken equipment if necessary and deliver to DCPS Warehouse for surplus, or for disposal.
- 6. Contractor shall complete all steps from delivery to switching on and testing the installed equipment. Installation is fully comprehensive and includes bringing the items inside, placing, connecting, and testing.
- 7. Contractor shall provide Regular Delivery Service of Equipment between points of receiving and ensure that all personal, equipment and facility safety measures are implemented for moves of this nature, including but not limited to:
  - a. Confirm equipment at warehouse for power and gas specifications.
  - b. Confirm all hoses, casters, stacking kits are on hand.
  - c. Plan out a delivery method and pathway through each building as required.
  - d. Confirm Point of Contact (Director of School Logistics, Foreman, Custodian, any other pertinent contacts) and schedule building access.
  - e. Schedule dates and times with minimal to no interruption to student meal service.
  - f. Remove all leftover debris and trash.
  - g. Deliver the replaced equipment to warehouse for surplus or disposal.

## A.5.1.1 Qualifications

- 1. At least five years of transportation, and equipment installation experience in the District of Columbia.
- 2. Current registration with the DC Supply Schedule and DC Certified Business Enterprise preferred.
- 3. Must be in full-time possession of appropriately sized transport vehicles:
  - a. Appropriate commercial truck with capacity to transport multiple commercial ovens and the like, with a liftgate rated at a 1500lb capacity at minimum.
    - i.Liftgate must have a 1500-pound capacity, at minimum.
  - b. Ability to move equipment safely, intact, and with little to no disturbance to instructional time while moving products into and out of the building.
- 4. Proven record of ability to deliver and to perform commercial kitchen equipment installation.
- 5. Excellent organizational and interpersonal communication skills
- 5. Strong understanding of OSHA regulations safety.
- 6. Access to, and ability to utilize pallet jack, forklifts to move heavy kitchen appliances.
- 7. Ability to utilize dollies, hand trucks and various moving equipment.
- 8. Ability to provide certified plumber and electrician services if necessary for equipment connection to utilities.
- **A.5.2** Work performed will be inspected and accepted by DCPS on-site staff.
- **A.5.3** The awarded contractor shall perform the work in accordance with all applicable federal, state, local, and national codes and regulations, including DC Municipal Regulations (DCMR) and all requirements as mandated by the District of Columbia Regulatory Authority.
- **A.5.4** For the purpose of this contract, the awarded contractor shall possess a current DCRA license. The contractor shall be available and capable of providing services as scheduled.

- **A.5.5** The contractor shall designate a key contact person to DCPS who shall maintain an open line for communication during the workday.
- **A.5.6** All changes to contract terms or functions will be executed by modification.
- **A.5.7** The Protection of Children's Act of 2004 (D.C. Official Code § 4-1501.01 et seq.) employees, volunteers, and contract workers working in schools are required to submit to and clear a criminal background check performed by DCPS and fingerprint. Proof of negative TB tests also must be provided.
- **A.5.8** Must have successfully passed the police and the F.B.I. background investigation check (The contractors' direct and indirect staff delivering service under this contract shall not have any prior criminal record of felony convictions, including, but not limited to, any prior criminal record of convictions for child and/or sexual abuse or molestation, rape, or illegal substance possession or distribution).
- A.5.9 The Police and the FBI Background Investigation Checks, as specified above in Section A.5.8, shall be processed through the DCPS Office of School Security located at 1200 First Street, NE, 10th Floor only. The contact for an appointment for fingerprinting and processing is Ms. Sandra Gliss: Telephone No. (202) 698-1019; email address: Sandra.gliss@k12.dc.gov. The process takes between three (3) and ten (10) days. The selected contractors must contact the Office of Security as soon as the selection has been made by DCPS, Contracts and Acquisitions (C&A), and the selected contractor has been officially informed of its selection.
- **A.5.10** The contractor shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance, and workmen's compensation, and shall be solely responsible for any losses incurred by DCPS resulting from dishonesty, fraudulent, or negligent acts on the part of its employees or agents. All the contractors' employees shall comply with all rules of DCPS for neatness and courtesy.
- **A.5.11** The contractor and its employees shall comply with all wages and hours of employment requirements of Federal and State Law and the Service Contract Act. The Contract shall provide wage/salary and benefits per the most applicable recent Wage Determination Rates set by the U.S. Department of Labor under the Service Contract Act. All employees of the contractor shall be paid in accordance with the Fair Labor Standards Act, as amended, and any other applicable statutes. Attachment J.2.
- **A.5.12** The Contractor shall demonstrate the capability and capacity to meet every one of the requirements outlined in Section B, Section C, and other sections of the contract.

#### A.8 DELIVERABLES

**A.8.1** The Contractor shall deliver all items listed under "Attachment B" (Price Schedule) to the Contract Administrator identified in Section 7 of this solicitation.

Item No.	Deliverable	Responsible	Deadline
1	Provide On-Call Delivery Service for DCPS kitchen equipment and coordinate/execute installation of equipment.	Contractor	As Determined by FNS
2	Background Check: Provide List of qualified and DCPS security-cleared staff including main POC and all staff assigned to DCPS FNS delivery Team	Contractor	Prior to start of services and as required by DCPS
3	Remove old equipment (where needed) and deliver to DCPS Warehouse for surplus.	Contractor	As Determined by FNS
4	Uncrate if crated, remove packaging and peel protective plastic wrapping, install shelving, plug in to outlet to test. Anchor to floor if required.	Contractor	As Determined by FNS
5	Perform work during a time that does not interrupt meal service.	Contractor	As Determined by FNS

#### **ATTACHMENT B - Price Schedule**

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

- **B.1** DCPS Office of the Chief Operating Officer, Food and Nutrition Services is seeking a contractor to support delivery and installation of kitchen equipment to DCPS schools and safe removal, if replacing, of existing old/broken units back to DCPS warehouse for surplus, or disposal.
- **B.2** The District contemplates award of a requirements contract with labor hours CLINS in accordance with 27 DCMR Chapter 24
- **B.2.1** \*The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses and profit.

## **B.3** PRICE SCHEDULE

## **B.3.1** BASE YEAR: (Date of Award – September 30, 2024)

Contract Line Item No. (CLIN)	Item Description (Per Trip or service call)	Hourly Labor Rate*	Estimated Labor Hours	Total Amount
	Electrician and Plu	mber		
0001	Electrician III	\$	4	\$
	0001AA-Trip Charge		1	\$
	0001AB-Misc Supplies		1	\$
0002	Plumber	\$	4	\$
	0002AA-Trip Charge		1	\$
	0002AB-Misc Supplies		1	\$
	Per Trip Subtotal			\$
	Driver and Labo	rer		
0003	Driver	\$	5	\$
0004	Laborers (3 laborers at 5 hours minimum)	\$	15	\$
	0004AA-Debris removal		1	\$
	0004AB-Return to Surplus		1	\$
	0004AC-Misc Supplies		1	\$
	Per Trip Subtotal			<b>\$</b>
CLIN	DESCRIPTION	DAILY RATE	QUANTITY	TOTAL AMOUNT
	Truck and Suppl	ies		
0005	Truck (length of the truck should be a minimum of 16 feet and a maximum of 24 feet)	\$	1	\$
	0005AA-Trip Charge		1	\$
	0005AB-Misc. Supplies		1	\$
	Per Trip Subtotal			\$
	0005AC- Trips		25	\$
	Grand Total for B.3.1 (Sum of Per Trip Subtotals x Total Number of Trips)			(Not-to-Exceed Amount) \$

B.3.2 OPTION YEAR ONE October 1, 2024, thru September 30, 2025					
Contract Line Item No. (CLIN)	Item Description (Per Trip or service call)	Hourly Labor Rate*	Estimated Labor Hours	Total Amount	
	Electrician and Plu	mber			
1001	Electrician III	\$	4	\$	
	1001AA-Trip Charge		1	\$	
	1001AB-Misc Supplies		1	\$	
1002	Plumber	\$	4	\$	
	1002AA-Trip Charge		1	\$	
	1002AB-Misc Supplies		1	\$	
	Per Trip Subtotal			<b>\$</b>	
	Driver and Labo	rer			
1003	Driver	\$	5	\$	
1004	Laborers (3 laborers at 5 hours minimum)	\$	15	\$	
	1004AA-Debris removal		1	\$	
	1004AB-Return to Surplus		1	\$	
	1004AC-Misc Supplies		1	\$	
	Per Trip Subtotal			<b>\$</b>	
CLIN	DESCRIPTION	DAILY RATE	QUANTITY	TOTAL AMOUNT	
	Truck and Suppli	ies			
1005	Truck (length of the truck should be a minimum of 16 feet and a maximum of 24 feet)	\$	1	\$	
	1005AA-Trip Charge		1	\$	
	1005AB-Misc. Supplies		1	\$	
	Per Trip Subtotal			<b>\$</b>	
	1005AC- Trips		25	\$	
	Grand Total for B.3.2 (Sum of Per Trip Subtotals x Total Number of Trips)			(Not-to-Exceed Amount) \$_	

<b>B.3.3</b>	OPTION YEAR TWO October 1	l, 2025, thru S	September 30	, 2026
Contract Line Item No. (CLIN)	Item Description (Per Trip or service call)	Hourly Labor Rate*	Estimated Labor Hours	Total Amount
	Electrician and Plu	mber		
1001	Electrician III	\$	4	\$
	2001AA-Trip Charge		1	\$
	0001AB-Misc Supplies		1	\$
2002	Plumber	\$	4	\$
	2002AA-Trip Charge		1	\$
	2002AB-Misc Supplies		1	\$
	Per Trip Subtotal			<b>\$</b>
	Driver and Labo	rer		
2003	Driver	\$	5	\$
2004	Laborers (3 laborers at 5 hours minimum)	\$	15	\$
	2004AA-Debris removal		1	\$
	2004AB-Return to Surplus		1	\$
	2004AC-Misc Supplies		1	\$
	Per Trip Subtotal			\$
CLIN	DESCRIPTION	DAILY RATE	QUANTITY	TOTAL AMOUNT
	Truck and Suppli	es		
2005	Truck (length of the truck should be a minimum of 16 feet and a maximum of 24 feet)	\$	1	\$
	2005AA-Trip Charge		1	\$
	2005AB-Misc. Supplies		1	\$
	Per Trip Subtotal			\$
	2005AC- 25 Trips		25	\$
	Grand Total for B.3.3 (Sum of Per Trip Subtotals x Total Number of Trips)			Not-to-Exceed Amount)

B.3.4 OPTION YEAR THREE October 1, 2026, thru September 30, 2027

Contract Line Item No. (CLIN)		Hourly Labor Rate*	Estimated Labor Hours	Total Amount
	Electrician and Plu	ımber	_	
3001	Electrician III	\$	4	\$
	3001AA-Trip Charge		1	\$
	3002AB-Misc Supplies		1	\$
3002	Plumber	\$	4	\$
	3002AA-Trip Charge		1	\$
	3002AB-Misc Supplies		1	\$
	Per Trip Subtotal			\$
	Driver and Labo	rer		
3003	Driver	\$	5	\$
3004	Laborers (3 laborers at 5 hours minimum)	\$	15	\$
	3004AA-Debris removal		1	\$
	3004AB-Return to Surplus		1	\$
	3004AC-Misc Supplies		1	\$
	Per Trip Subtotal			\$
	Truck and Supp	lies		·
CLIN	DESCRIPTION	DAILY RATE	QUANTITY	TOTAL AMOUNT
3005	Truck (length of the truck should be a minimum of 16 feet and a maximum of 24 feet)	\$	1	\$
	3005AA-Trip Charge		1	\$
	3005AB-Misc. Supplies		1	\$
	Per Trip Subtotal			\$
	3005AC- Trips		25	\$
	Grand Total for B.3.4 (Sum of Per Trip Subtotals x Total Number of Trips)			Not-to-Exceed Amount)

B.3.5 OPTION YEAR FOUR October 1, 2027, thru September 30, 2028

Contract Line Item No. (CLIN)	Item Description (Per Trip or service call)	Hourly Labor Rate*	Estimated Labor Hours	Total Amount
	Electrician and Plu	mber		
4001	Electrician III	\$	4	\$
	4001AA-Trip Charge		1	\$
	4001AB-Misc Supplies		1	\$
4002	Plumber	\$	4	\$
	4002AA-Trip Charge		1	\$
	4002AB-Misc Supplies		1	\$
	Per Trip Subtotal			\$
	Driver and Labo	rer		
4003	Driver	\$	5	\$
4004	Laborers (3 laborers at 5 hours minimum)	\$	15	\$
	4004AA-Debris removal		1	\$
	4004AB-Return to Surplus		1	\$
	4004AC-Misc Supplies		1	\$
	Per Trip Subtotal			<b>\$</b>
	Truck and Supp	lies		
CLIN	ITEM DESCRIPTION	DAILY RATE	QUANTITY	TOTAL AMOUNT
4005	Truck (length of the truck should be a minimum of 16 feet and a maximum of 24 feet)	\$	1	\$
	4005AA-Trip Charge		1	\$
	4005AB-Misc. Supplies		1	\$
	Per Trip Subtotal			\$
	4005AC- Trips		25	\$
	Grand Total for B.3.5 (Sum of Per Trip Subtotals x Total Number of Trips)			Not-to-Exceed Amount)