

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number GAGA-2018-R-0018	Page of Pages 1   10	
2. Amendment/Modification Number  Amendment No. 001	3. Effective Date  02/22/2018	4. Requisition/Purchase	5. Solicitation Caption: Invitation for Bid (IFB)  <b>Hot Food Equipment Maintenance, Repair, and Service</b>		
6. Issued by:  District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street, N.E., 9 <sup>th</sup> Floor Washington, DC 20002		Code	7. Administered By: (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code number)  Code Facility		9A. Amendment of Solicitation No.  <b>GAGA-2018-R-0018</b>			
		9B. Dated (See Item 11) <b>February 06, 2017</b>			
		10A. Modification of Contract/Order No.			
		10B. Dated (See Item 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) completing Items 8 and 15, and returning one (1) copy of the amendment; (b) acknowledging receipt of If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, telegram or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the Contract/Order No. in Item 10A.					
B. The above numbered Contract/Order is modified to reflect the administrative changes (such as, changes in paying office, appropriation data, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  DCPS is issuing this Amendment 001 as follows:  <b>DELETE: Page 5 thru page 7:</b> Table B.4.1.2.1 BASE YEAR – July 01,2018 thru June 30, 2019 thru Table B.4.1.2.5 OPTION YEAR FOUR –July 01, 2022 thru June 30, 2023. <b>REPLACE: Page 5 thru page 7:</b> Table B.4.1.2.1 BASE YEAR – July 01, 2018 thru June 30, 2019 thru Table B.4.1.2.5 OPTION YEAR FOUR -- July 01, 2022 thru June 30, 2023.					

**B.4.1.2.1 BASE YEAR – July 01, 2018 thru June 30, 2019**

<b>Contract Line Item No. (CLIN)</b>	<b>Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.</b>	<b>Hourly Labor Rate</b>	<b>Estimated Labor Hours</b>	<b>Total Amount</b>
0001	Technician	\$ _	810	\$ _____
<b>Subtotal Labor</b>				\$ _____
<b>Contract Line Item No. (CLIN)</b>	<b>Materials</b>	<b>Not to Exceed (NTE) Amount</b>		
0002	Not to Exceed			\$140,000
0003	Other Direct Costs (ODC)			
0004	Technician Travel/ Diagnostic Fee, 1 <sup>st</sup> hour			
0005	Technician Travel/ Diagnostic Fee, Following hour(s)			
0006	Incidental/Miscellaneous			
<b>Total for Base Year (Including Materials NTE)</b>			<b>\$</b>	

**NOTES**

1. Breakdown the diagnostic fee to include:
  - a. The dollar amount for the first hour,
  - b. The dollar amount/rate for the travel/diagnostic fee after the first hour, shall be broken down into 30-minute intervals.
2. The fixed hourly rate shall be a loaded rate to include all ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, etc.)
3. Materials shall be priced as shown in the commercial catalog plus XX% above the catalog price, per industry/market practices. The original documents for materials shall be attached to the invoice.
4. DCPS will not pay for parking.
5. Provide detailed explanation and cost/price breakdown of all incidental/miscellaneous services, materials, etc. Attach the original copy of all the receipt and invoices.

**B.4.1.2.2 OPTION YEAR ONE – July 01, 2019 thru June 30, 2020**

<b>Contract Line Item No. (CLIN)</b>	<b>Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.</b>	<b>Hourly Labor Rate</b>	<b>Estimated Labor Hours</b>	<b>Total Amount</b>
1001	Technician	\$	810	\$
<b>Subtotal Labor</b>				\$ _____
<b>Contract Line Item No. (CLIN)</b>	<b>Materials</b>	<b>Not to Exceed (NTE) Amount</b>		
1002	Not to Exceed			\$140,000
1003	Other Direct Costs (ODC) including travel			
1004	Technician Travel/ Diagnostic Fee, 1 <sup>st</sup> hour			
1005	Technician Travel/ Diagnostic Fee, Following hour(s)			
1006	Incidental/Miscellaneous			
<b>Total for Option Year One (Including Materials NTE)</b>			<b>\$</b>	

**NOTES**

- 1 Breakdown the diagnostic fee to include:
  - a. The dollar amount for the first hour,
  - b. The dollar amount/rate for the travel/diagnostic fee after the first hour, shall be broken down into 30-minute intervals.
2. The fixed hourly rate shall be a loaded rate to include all ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, etc.)
3. Materials shall be priced as shown in the commercial catalog plus XX% above the catalog price, per industry/market practices. The original documents for materials shall be attached to the invoice.
4. DCPS will not pay for parking.
5. Provide detailed explanation and cost/price breakdown of all incidental/miscellaneous services, materials, etc. Attach the original copy of all the receipt and invoices.

**B.4.1.2.3 OPTION YEAR TWO – July 01, 2020 thru June 30, 2021**

<b>Contract Line Item No. (CLIN)</b>	<b>Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.</b>	<b>Hourly Labor Rate</b>	<b>Estimated Labor Hours</b>	<b>Total Amount</b>
2001	Technician	\$ _	810	\$
<b>Subtotal Labor</b>				\$ _____
<b>Contract Line Item No. (CLIN)</b>	<b>Materials</b>	<b>Not to Exceed (NTE) Amount</b>		
2002	Not to Exceed			\$140,000
2003	Other Direct Costs (ODC) including travel			
2004	Technician Travel/ Diagnostic Fee, 1 <sup>st</sup> hour			
2005	Technician Travel/ Diagnostic Fee, Following hour(s)			
2006	Incidental/Miscellaneous			
<b>Total for Option Year Two (Including Materials NTE)</b>			<b>\$</b>	

**NOTES**

1. Breakdown the diagnostic fee to include:
  - a. The dollar amount for the first hour,
  - b. The dollar amount/rate for the travel/diagnostic fee after the first hour, shall be broken down into 30-minute intervals.
2. The fixed hourly rate shall be a loaded rate to include all ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, etc.)
3. Materials shall be priced as shown in the commercial catalog plus XX% above the catalog price, per industry/market practices. The original documents for materials shall be attached to the invoice.
4. DCPS will not pay for parking.
5. Provide detailed explanation and cost/price breakdown of all incidental/miscellaneous services, materials, etc. Attach the original copy of all the receipt and invoices.

**B.4.1.2.4 OPTION YEAR THREE – July 01, 2021 thru June 30, 2022**

<b>Contract Line Item No. (CLIN)</b>	<b>Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.</b>	<b>Hourly Labor Rate</b>	<b>Estimated Labor Hours</b>	<b>Total Amount</b>
3001	Technician	\$ _	810	\$
<b>Subtotal Labor</b>				\$ _____
<b>Contract Line Item No. (CLIN)</b>	<b>Materials</b>	<b>Not to Exceed (NTE) Amount</b>		
3002	Not to Exceed			\$140,000
3003	Other Direct Costs (ODC) including travel			
3004	Technician Travel/ Diagnostic Fee, 1 <sup>st</sup> hour			
3005	Technician Travel/ Diagnostic Fee, Following hour(s)			
3006	Incidental/Miscellaneous			
<b>Total for Option Year Three (Including Materials NTE)</b>			<b>\$</b>	

**NOTES**

6. Breakdown the diagnostic fee to include:
  - a. The dollar amount for the first hour,
  - b. The dollar amount/rate for the travel/diagnostic fee after the first hour, shall be broken down into 30-minute intervals.
7. The fixed hourly rate shall be a loaded rate to include all ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, etc.)
8. Materials shall be priced as shown in the commercial catalog plus XX% above the catalog price, per industry/market practices. The original documents for materials shall be attached to the invoice.
9. DCPS will not pay for parking.
10. Provide detailed explanation and cost/price breakdown of all incidental/miscellaneous services, materials, etc. Attach the original copy of all the receipt and invoices.

**B.4.1.2.5 OPTION YEAR FOUR – July 01, 2022 thru June 30, 2023**

<b>Contract Line Item No. (CLIN)</b>	<b>Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.</b>	<b>Hourly Labor Rate</b>	<b>Estimated Labor Hours</b>	<b>Total Amount</b>
4001	Technician	\$ _	810	\$
<b>Subtotal Labor</b>				\$ _____
<b>Contract Line Item No. (CLIN)</b>	<b>Materials</b>	<b>Not to Exceed (NTE) Amount</b>		
4002	Not to Exceed			\$140,000
4003	Other Direct Costs (ODC) including travel			
4004	Technician Travel/ Diagnostic Fee, 1 <sup>st</sup> hour			
4005	Technician Travel/ Diagnostic Fee, Following hour(s)			
4006	Incidental/Miscellaneous			
<b>Total for Option Year Four (Including Materials NTE)</b>			<b>\$</b>	

**NOTES**

1. Breakdown the diagnostic fee to include:
  - a. The dollar amount for the first hour,
  - b. The dollar amount/rate for the travel/diagnostic fee after the first hour, shall be broken down into 30-minute intervals.
2. The fixed hourly rate shall be a loaded rate to include all ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, etc.)
3. Materials shall be priced as shown in the commercial catalog plus XX% above the catalog price, per industry/market practices. The original documents for materials shall be attached to the invoice.
4. DCPS will not pay for parking.
5. Provide detailed explanation and cost/price breakdown of all incidental/miscellaneous services, materials, etc. Attach the original copy of all receipts and invoices.

**DELETE: Page 12, Paragraph C.1.1:**

The Contractor shall provide annual preventative maintenance, repair, and equipment replacement for food service hot mechanical equipment, and hood ventilation systems at all DCPS locations, currently listed at 113 sites and subject to change based on new construction or consolidation. The goal of this contract is to reduce equipment downtime, increase lifespan, and minimize service calls on all food service equipment owned by DCPS. The Contractor is required by this

contract to assure that the specified mechanical equipment is inspected and maintained in a satisfactory, working condition without the necessity of a service call. To accomplish this, the Contractor shall provide annual preventative maintenance every November on the school system's hot equipment. The Contractor shall submit a diagnostic and job sheet to the Contract Administrator or authorized designee and place a preventative maintenance sticker on the ventilation hood systems annotating the date of inspection performed for the health department inspection requirements and to the satisfaction of the Contract Administrator or authorized designee. Maintenance shall include all the manufacturer's suggested services. The Contractor shall be responsible for maintaining all systems in good, efficient, operating condition and shall supply all labor and parts that are necessary to service and repair. Preventative maintenance visits may be performed at the same time as service calls are made. Services under this contract shall include, but are not be limited to: response to service calls from FNS, all diagnostics, materials, labor and equipment required to repair system malfunctions properly and promptly. To ensure prices are fair and reasonable, DCPS reserves the right to compare prices with other sources, such as GSA."

**REPLACE: Page 12, Paragraph C.1.1:**

The Contractor shall provide annual preventative maintenance, repair, and equipment replacement for food service hot mechanical equipment, and hood ventilation systems maintenance at all DCPS locations, currently listed at 113 sites and subject to change based on new construction or consolidation. The goal of this contract is to reduce equipment downtime, increase lifespan, and minimize service calls on all food service equipment owned by DCPS. The Contractor is required by this contract to assure that the specified mechanical equipment is inspected and maintained in a satisfactory, working condition without the necessity of a service call. To accomplish this, the Contractor shall provide annual preventative maintenance every June thru July on the school system's hot equipment. The Contractor shall submit a diagnostic and job sheet to the Contract Administrator or authorized designee and place a preventative maintenance sticker on the ventilation hood systems annotating the date of inspection performed for the health department inspection requirements and to the satisfaction of the Contract Administrator or authorized designee. Maintenance shall include all the manufacturer's suggested services. The Contractor shall be responsible for maintaining all systems in good, efficient, operating condition and shall supply all labor and parts that are necessary to service and repair. Preventative maintenance visits may be performed at the same time as service calls are made. Services under this contract shall include, but are not be limited to: response to service calls from FNS, all diagnostics, materials, labor and equipment required to repair system malfunctions properly and promptly. To ensure prices are fair and reasonable, DCPS reserves the right to compare prices with other sources, such as GSA.

**DELETE: Page 14, C.5 REQUIREMENTS:**

The Contractor shall perform the following services for food service hot mechanical equipment and refrigeration equipment:

**REPLACE: Page 14, C.5 REQUIFREMENTS:**

The Contractor shall perform the following services for food service hot mechanical equipment:

**DELETE: Page 19, C.5.7 Warranty**

- a. All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year.

**REPLACE: Page 19, C.5.7 Warranty**

- a. All products shall minimally carry a standard factory warranty against defects in parts and workmanship as follows:
  - i. New equipment shall follow the manufacturers' specifications, and
  - ii. Parts shall follow the manufacturer's specifications and/or industry standard whichever is greater.

**DELETE: Page 26, G.6.1.1**

The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which

payment of the amount is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

**REPLACE: Page 26, G.6.1.1**

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

**DELET: SECTION J: ATTACHMENTS**

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2015-4282, Rev. No. 9, issued on January 10, 2018
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on "Solicitation Attachments"
J.8	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.9	Inventory List of Equipment
J.10	List of Schools
J.11	Invoice Template



**J.12**

D.C Public Schools Kitchen Exhaust Hood System Inventory

**REPLACE: SECTION J ATTACHMENTS****SECTION J: ATTACHMENTS**

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

Attachment Number	Document	To Be Submitted with Bid
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010)	No
J.2	U.S. Department of Labor Wage Determination NO.: 2015-4282, Revision 9, issues on January 10, 2018	No
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"	Yes
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"	Yes
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice	No
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet	No
J.7	Tax Certification Affidavit Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> .	Yes
J.8	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"	Yes
J.9	Inventory List of Equipment	No

J.10	List of Schools	No
J.11	Invoice Template	No
J.12	DCPS Kitchen Exhaust Hood System Inventory	No
J.13	Subcontracting Plan Form Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> .	Yes
J.14	Price/Cost Calculation Worksheet	Yes

**Question 1:** Will DCPS consider a mark-up percentage on parts and equipment for this bid pricing?

**Answer 1:** See Section B.4.1.2.5.A NOTES ON CATEGORY TWO OF THE CONTRACT – T&M. (Page 7)

**Question 2:** Will each option year consider the cost of living, allowing for an increase in current contractor's rate before DCPS renews the current contract for another year?

**Answer 2:** Bidders shall consider increase in cost of living, increase in labor rates, increase in cost of parts, etc., (escalation) and price their bids accordingly.

**Question 3:** Can DCPS define in the bid the difference between (a) equipment, (b) parts, and (3) preventive Maintenance Material?


**Answer 3:** (a) Equipment – The machinery as produced in its entirety by the manufacturer fully assembled.  
(b) Parts – The major components of the Equipment as defined and required for service call repair.  
(c) Preventive Maintenance Material – Items to be replaced as a result of regular wear-and-tear such as knobs, screws, gaskets, etc., below a value of \$100.00 stemming from preventive maintenance inspection by the contractor.

**Question 4:** Hourly labor rate industry standard the first hour charge but the fractions of the second hour etc., should they be broken down into 15-minute or 30-minute intervals?

**Answer 4:** They should be broken down into 30-minute intervals.

**ADDED:** Attachment J.14: Price/Cost Calculation Worksheet.

**Except as provided herein, all terms and conditions of the solicitation remain unchanged in full force and effect.**

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer  Candace A. Butler	
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia   (Signature of Contracting Officer)	16C. Date Signed  22 February 2018