

Request for Quotes

Agency: Potomac Job Corps Center
1 DC Village Lane, SW
Washington, D.C. 20032



This is a Sub Contraction Opportunity

I. SOLICITATION:

This Request for Quote is to establish a firm fixed price for all management, supervision, monitoring, personnel, transportation, tools, equipment, labor, parts and materials necessary to provide Swimming Pool Management Services located on the center as set forth below in the SOW for the Potomac Job Corps Center (PJCC) operated by Exceed Corporation under Contract number DOL-ETA-17-C-0006 with the United States Department of Labor. The extent of the work is described in Section II - Scope of Work. The general conditions of the contract for this project shall be consistent with the Federal Acquisition Regulation (FAR) except as modified or amended herein. A copy of the FAR can be obtained on-line at <http://farsite.hill.af.mil/vmfara.htm>.

If it becomes necessary to make changes in quantity, specifications, delivery schedules, etc., or to correct a defective or ambiguous invitation, such changes shall be accomplished by amendment of the request for quotes. Amendments shall be sent to everyone to whom invitations have been furnished.

To be considered for award, a Quote must comply in all material respects with the Request for Quotes. Such compliance enables bidders to stand on an equal footing. Bidders who do not provide the requested responses will be consider non-responsive.

Quotes should be filled out, executed, and submitted in accordance with the instructions in the invitation. If a bidder uses its own bid form(s) or a letter to submit a Quote, the Quote will be considered only if --

(1) The bidder accepts all the terms and conditions of the invitation to quote; and

(2) Award on the Quote would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the invitation.

Quotes submitted by electronic commerce shall be considered, provided they are timely. Electronic Quotes must reference the solicitation and be sent to Phillips.Jennifer@jobcorps.org.

1. REPRESENTATION

A. Codes

1. The contractor shall research, and be responsible for obtaining, all regulatory, permitting, and licensing requirements.
2. All conflicts and requests for interpretation or clarification shall be submitted to the Potomac Job Corps Center Director.
3. The contractor shall conform to all applicable codes, ordinances, and regulations including the national building code used in the local area, laws and local ordinances. All work shall conform to the current regulations of the Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA). Lifeguard and Pool Operator/Supervisor skills, licensing, and certifications shall include Red Cross or equivalent certifications as required for pool facilities of this type in Lifeguarding, CPR, First Aid, AED, and Pool Operators License. The regulations of the District of Columbia shall prevail, if they are more stringent than those of the Federal Government. Deviations and interpretations shall be subject to the approval of the Potomac Job Corps Center Director and the Department of Labor.

4. The contractor shall not submit plans, documents, or specifications to any authority or regulatory body without the prior approval of the Potomac Job Corps Center Director or designated representative.

B. Specific Requirements

Prior to submitting a quote, it is highly recommended that the prospective offerors visit the site and become thoroughly familiar with all pertinent conditions that are included in this Scope of Work. The prospective offerors must take such steps as may be necessary to ascertain the nature and condition of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so shall not relieve offerors from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

1. **A pre-proposal walk-through will be conducted at the project site with all interested contractors on Friday, May 4, 2018 at 2:00PM. At that time, questions related to the areas of work can be presented and discussed with the center. The contact person at the center is Jennifer Phillips, Buyer, 202-373-3077.**
2. **Quotes must be submitted by Wednesday May 11, 2018 at 10:00am.**
3. **Once awarded, Contractor must be able to start work immediately in order for the pool to be operational by opening day.**
4. For work scheduling, the contractor shall provide a proposed sequenced schedule to the center as part of the proposal submission
5. The contractor shall ensure the security of operations and storage areas to preclude all breaches of security including, but not limited to vandalism and/or theft. Routine and ongoing center operations will be continuing during the period of performance, and the contractor shall not rely on any aspect of Center Security to guard aspects of their operation. At no time during this period of performance, up to and including the acceptance of the substantial completion walk-through, will the Potomac Center accept requests for additional security measures. Exceed Corporation/Department of Labor shall not be held to have incurred any liability for loss of, and/or damage to, materials, tools, and equipment of the contractor by contract or otherwise. Exceed/Department of Labor shall not in any way be liable or responsible for damage or loss due to trespass or theft.
6. The contractor shall maintain a clean and safe work area throughout the period of performance. The contractor shall, at the end of each work day, remove and secure all debris, tools and materials used. The contractor shall collect used or excess chemicals frequently and dispose of chemicals and refuse away from the center in a lawful manner. The contractor shall be responsible for all fees, permits, etc., required for waste disposal.
7. The contractor shall be responsible for receiving, storing, and securing of all materials, chemicals, equipment and other items to be used in accomplishing the work. The contractor shall be responsible for all equipment, chemicals and materials brought onto the center to support this SOW, and shall replace lost, damaged or stolen items at its own expense.
8. The contractor and all persons employed under the contract:
 - a) Shall observe all security regulations in effect at the center;
 - b) Shall not fraternize with the students or staff of the center;
 - c) Shall not consume or transport any alcoholic beverages or drugs on the center;
 - d) Shall not transport any firearms on the center;
 - e) Shall not use the center's dumpsters

9. Persons violating the above shall be dealt with in an appropriate manner.
10. The contractor shall be required to be licensed by the appropriate authority in the area to conduct the required contractual work, including hazardous waste storage, use, and removal.
11. **Submittal Requirements** - All offerors must address the items listed below in their submission in order to be determined technically acceptable. Failure to address these requirements will result in the offeror being deemed unresponsive.
 - a) Offers must provide evidence of licenses, certification, and be registered in the District of Columbia to perform the scope of work.
 - b) Offerors must not be excluded from competing on government contracts. Verification will be completed through the SAM portal.
 - c) Contractor shall provide a pricing sheet to include:
 - a. Fixed Priced Quote based on the Scope of Work. Prevailing wages under the Service Contract Act apply.
 - b. OPTIONAL: A fixed-rate labor Time & Material rate may be provided by the bidder for any additional repairs needed outside the scope of the SOW. Prevailing wages under the Service Contract Act apply.
 - c. OPTIONAL: A fixed mark-up percentage may be proposed for all replacement parts required outside the scope of the SOW.
 - d. Proposed material mark-up rate.
 - d) Project Schedules or timelines
 - e) The contractor must include with his/her quote, certification of conformance with to the latest Service Contract Wage Rate decisions for the area.
 - f) The contractor must include a listing of the valid and current credentials for all staff assigned to perform the work. The credentials should demonstrate the vendor's ability to successfully perform the Statement of Work.
 - g) The contractor shall provide a list of similar projects completed by its firm within the last five years and a list of references, including owners' names, addresses and telephone numbers. All firms submitting quotes for this project shall have no less than five consecutive years of relevant experience.
 - h) This project is sales/use tax-exempt.
 - i) An industry-standard warranty for all parts, materials, and workmanship.
 - j) Contractor shall provide a certificate of insurance naming Exceed Corporation – Potomac Job Corps Center as an additional insured, per Section III - insurance requirements.

II. SCOPE OF WORK (SOW):

OPENING POOL BASIC SERVICE

- Conduct necessary inspections testing, and preventive maintenance to render the pool and filter system operational and safe; submit a written report upon completion indicating that the pool and all associated systems have passed all required testing and are safe and ready for operation

- Contractor to notify & submit detailed labor and parts/materials quote(s) to PJCC (owner) if additional repairs above and beyond the standard seasonal preventive maintenance operations are needed. Prior approval will be required for all additional repairs;
- Provide quick turnaround on all maintenance and repairs incorporated in the SOW and approved additional repairs as authorized
- Reassemble, clean and prepare bathhouse for use making any routine repairs if necessary;
- Reassemble pool fresh water system, check for proper operation and repair if necessary;
- Remove and properly store cover on PJCC premises;
- Drain and Clean Pool;
- Test and if necessary repair or replace hydrostatic valve and any damages which may be directly or indirectly related there to;
- Reclamation of pool water will be attempted as primary opening procedure, draining and acid cleaning the pool, if necessary, are to be included in this SOW
- Fill Pool with clean water and appropriate chemical load
- Place filtration and chlorination system in operation and check for proper operation. Repair if needed;
- Install diving boards, ladders, handrails, lifeguard chairs, skimmer lids, and safety rope as appropriate;
- Clean bathhouse/locker room and pool area;
- Arrange for and have qualified and certified/licensed personnel present at any local or state Health Department and/or OSH pre-opening inspections, which may be required;
- Pool must be in operational condition at least three days prior to the opening date, barring any conditions beyond Contractors control;
- Clean pool deck inside perimeter fence, deck furniture and equipment;
- Order, store and utilize necessary chemicals in accordance with all applicable safety, health, and environmental regulations.

POOL HOURS (Subject to change)

- Monday 4:00 PM - 7:00 PM
- Tuesday 4:00 PM - 8:00 PM
- Wednesday 4:00 PM - 8:00 PM
- Thursday 4:00 PM - 8:00 PM
- Friday 4:00 PM - 8:00 PM
- Saturday 1:00 PM - 8:00 PM
- Sunday 1:00 PM - 8:00 PM
- Holiday 1:00 PM - 6:00 PM

POOL OPENING AND CLOSING DATES

5/26/18 – 9/8/18

PERSONNEL

- Qualified Lifeguard on duty
- Proof of background check for lifeguard(s) expected to be on site
- Current and valid Red Cross or equivalent CPR/AED certification in the District of Columbia
- Current and valid lifeguard certification in the District of Columbia

DAILY MAINTENANCE & OPERATION

- Monitor and maintain water quality in conformance with required standards.
- Operate pool in accordance with all regulations, including Safety and Health codes, set forth by the District of Columbia
- Obtain and maintain all permits required by the District of Columbia Health Department, Fire, and Hazmat, and responsible for processing fees;

- Inspect & clean bathrooms and pool office as required;
- Vacuum pool bottom, clean waterline tiles, brush pool surfaces and skimmer baskets to include general cleaning of surrounding pool areas;
- Check, record and post chemical readings;
- Maintain and add chemicals, per DC Health regulations, as needed;
- Maintain proper filter operation by backwashing and/or cleaning pump strainer;
- Maintain required Health Department records;
- Accurately maintain log of “Daily duties” and “Chemical Readings” and make log available for inspection by Center and DC Health Department officials;
- Monitor and record pressure gauge and flow meter readings;
- Clean pool furniture monthly; and
- Provide courteous, reasonable and mature enforcement of PJCC pool rules as are reasonable and in accordance with all federal, state and local laws and regulations and safety factors. A copy of rules will be provided before pool opening.

CLOSING & WINTERIZATION OF POOL

- Prepare an accurate inventory of stored equipment & supplies;
- Drain and lubricate all pumps that are so constructed to be drained;
- Uncover and drain strainer and chemical feeders;
- Drain all re-circulating and vacuum lines that are so constructed to be drained;
- Backwash pool to proper water levels;
- Drain filters;
- Clean and remove all skimmer baskets;
- Securely store testing and first-aid equipment;
- Securely store any chemicals to be left on Center property after closing and winterization;
- Clean and store chlorinator and/or any probes for chemical controllers;
- Open to ¾ maximum all valves that are required to be opened;
- Store ladders, guard chairs and equipment;
- Inspect equipment, machinery and pool plumbing;
- Install winterizing equipment
- Install pool cover
- Add winterizing chemicals to pool
- Clean and store pool furniture
- Add antifreeze to appropriate fixtures;
- Final cleaning of pool, bathroom and lifeguard office;
- Notify PJCC upon completion of winterization; and
- Provide PJCC with a written “Winterization Report” and “Pool Inventory Report”.

POST SEASONAL INSPECTION

Contractor shall provide an inspection of the facility so as to:

- Check all gates and fences are secure;
- Inspect cover for proper fit
- Inspect water level of pool;
- Inspect pool and filter system for potential freezing damage;
- Check water chemistry for proper balance; and
- Report any damages or findings immediately to PJCC.

SERVICES

- Plaster /Whitecoats
- Tile & Coping
- Leak Detection & Repair

- Concrete Repair & Replacement
- Underground Plumbing
- Transition Tile
- Filter System Repair & Replacement
- Dual Drains Installation
- Pump & Motor Service/Replacement
- Safety Pool Covers, if not present
- Skimmers
- Caulking
- Routine Repairs
- Provide swimming lessons to students by qualified instructors
- Provide Local Health department minimum required First Aid supplies necessary

CHEMICALS

- The Contractor shall provide all the necessary chemicals needed for the operation of the pool in conformance with local Health Department standards. Payment for chemicals shall be the sole responsibility of the Contractor. Contractor must ensure all chemicals are stored securely and disposed of properly according to DC regulations.
- A material safety data sheet (MSDS) is required to be submitted to PJCC, for all chemicals proposed to be furnished in the performance of the services, or the provision of goods, which are the subject of this procurement transaction. The MSDS must list all ingredients which constitute more than one percent (1%) of any product, or more than one tenth percent (0.1%) for any known or suspected carcinogens. The MSDS must identify each product by its common or chemical name, provide physical and chemical characteristics of any hazardous materials or hazardous components, list any known acute or chronic health effects, specify exposure limits, and list any necessary or recommended precautionary measures and emergency and first aid procedures.

III. INSURANCE

Prior to starting any work, the contractor shall show proof of required insurance, in amounts to cover risk or as required by statute, including:

- Bodily Injury Liability - \$500,000 each person; \$1,000,000 each occurrence and will include coverage for owned, non-owned, and hired vehicles.
- Property Damage Liability - \$500,000 each accident; \$500,000 aggregate
- Workers Compensation and Employer's Liability – Amounts in coverage as required by the District of Columbia compensation laws or union agreements. Employer's liability at least \$500,000 each accident. Amount shall remain in effect for a minimum of one year from the time of substantial completion, but in no event less than the time required to complete all warranty work.
- Umbrella Liability – \$5,000,000.00 each occurrence

Once awarded, Contractor must maintain and keep current the above limits to cover its legal liability for accidents or injuries, to include the loss of life, which may be sustained by any party or guest of the pool, due to Contractor's negligence, inside the compounds of the pool, during pool hours.

IV. EVALUATION FACTORS FOR AWARD:

1. EXCEED anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposal meets the needs of the solicitation, timely turnaround of services, is technically acceptable and is determined to be the lowest price.
2. Invitations may be cancelled and all quotes rejected before award when:
 - All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the contracting officer cannot determine the reasonableness of the bid price;

- The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith (see Subpart 3.3 for reports to be made to the Department of Justice);
- No responsive bid has been received from a responsible bidder;
- For other reasons, cancellation is clearly in the company's best interest.

V. PROJECT REQUIREMENTS & SPECIFIC CONDITIONS OF THE AGREEMENT:

A. Codes

In accordance with the Scope of work, the contractor shall obtain all applicable permits and comply with all applicable building and safety codes, ordinances and regulations which are informed by City, County, State or relevant Federal agencies. OSHA and EPA regulations shall also apply.

All conflicts and requests for interpretation or clarification regarding permits and codes shall be submitted in writing to the Buyer, Potomac Job Corps Center.

B. Service Contract Act

This project is subject to the provisions of the Service Contract Act for service work on a federally funded Job Corps center. Accordingly, the contractor shall be required to conform to the latest wage rate decision for the locality. **General Decision Number: WD2015-4281, Rev 9, Dated 1/10/18.**

The contractor shall provide proof of compliance with wage rate and fringe percentage if requested by the Buyer and certification that employees are being paid according to payroll records. The Certified Payroll Records shall be submitted to the Buyer using the sample form in Attachment 6.

The current form and instructions for using the form (**wh347 dated 2008**), and obtaining a fill able PDF of the form, can be obtained on the web at <http://www.dol.gov/whd/forms/wh347instr.htm>. The contractor shall submit a copy of all weekly payroll forms with each invoice for payment, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each service employee has been paid not less than the proper Service Contract prevailing wage rate for the work performed if required. The Buyer will compare the payroll record with the daily visitor sign in log. Any discrepancies between the payroll record and the center log shall be reconciled by the Contractor before a progress payment will be made. The Contractor shall be required to post bilingual (English, Spanish) signs in prominent locations at the project site informing all workers of their right to Service Contract wages.

C. Invoicing/Certified Payroll

Invoices shall be rendered monthly by Contractor with net 30 terms. Certified payroll must accompany every invoice in order to be accepted. Net terms begin upon review and acceptance of certified payroll.

D. Indemnification

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Exceed Corporation, U.S. Department of Labor, Parsons and its stockholder, employees, technical advisors, agents, successors and assigns from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, or actions in respect thereto, whether caused by that its negligence or intentional acts or omissions, arising out of or resulting from the performance of its (or its employees, contractors, or agents) work under this Agreement. This indemnification shall include claims for property damage, and for loss or expense attributable to personal injury, sickness, disease, or death or injury or destruction of tangible and non-tangible property including the loss of use resulting there from. Neither party shall be responsible for failure to perform under this Agreement due to circumstances beyond its control. This clause shall survive the term of this Agreement.

E. Facility Operating Hours

The center shall remain in operation at all times throughout period of performance. All project activity shall be coordinated with the Maintenance Manager and the Recreation Manager in order to minimize

disruption to center operations. All anticipated interruptions to center operations shall have prior approval from the Maintenance Manager at least 36 hours in advance of the interruption.

F. Supervision and Discipline

The Contractor shall provide a competent supervisor, or lead person who is authorized to act on behalf of the contractor to oversee and direct the work. The contractor's employees shall conduct themselves in an orderly manner and adhere to all the center rules and regulations. The Center and EXCEED reserve the right to direct the removal of any Contractor's employee for conduct in violation of center regulations or conduct which is deemed detrimental to the center operation.

VI. PERFORMANCE PERIOD


Work must commence by May 14, 2018 and complete on September 30, 2018. Pool opening date is May 25, 2018 and closes September 8, 2018. Pool must be operational, at a minimum of, 3 days prior to opening date.

VII. ATTACHMENT 1 – CONTRACT CLAUSES BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and affects as if they were given in full test. Upon request, the Buyer shall make their full text available. General terms and conditions are made part of this agreement – copies are available at:

<https://www.exceedcorporation.com/become-a-partner/>

VIII. ATTACHMENT 6 – SAMPLE SERVICE CONTRACT WEEKLY PAYROLL

U.S. Department of Labor Employment Standards Administration Wage and Hour Division		PAYROLL (For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm) <i>Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.</i>					 U.S. Wage and Hour Division Rev. Dec. 2008					
NAME OF CONTRACTOR OR SUBCONTRACTOR		ADDRESS					OMB No.: 1215-0149 Expires: 12/31/2011					
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION			PROJECT OR CONTRACT NO.							
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
							HOURS WORKED EACH DAY	FICA	WITH-HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			MON									
			TUE									
			WED									
			THU									
			FRI									
			SAT									
			SUN									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turn-in weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 33602, 200 Constitution Avenue, NW, Washington, D.C. 20230.

(over)

Sample Service Contract Weekly Payroll, continued

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the

(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the

(Building or Work)

_____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (45 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 251 OF TITLE 31 OF THE UNITED STATES CODE.