

Request for Quote – Fire Alarm Repairs

July 2019

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



This is a Subcontracting Opportunity

I. SOLICITATION

This Request for Quote supersedes any previous solicitation for these services. Any quotes previously submitted are considered null & void and must be resubmitted based on this solicitation.

This RFQ is provided to establish a firm fixed price bid from qualified bidders to establish a contract through competitive quotes for fire alarm repair services located on the center as set forth below in the SOW for the Potomac Job Corps Center 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 below.

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 solicitation. 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 considered 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 construction 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). 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 or specifications to any local authority without the prior approval of the Potomac Job Corps Center Director or designated representative.

B. Specific Requirements

The prospective bidders 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 bidders from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

- 1. A pre-bid site visit will be held on July 31, 2019 at 11:00am for interested bidders.**

2. **Bidders, if applicable, will be responsible for submitting any questions to the Buyer in writing by August 2, 2019 by 5:00pm. Buyer will respond to all questions by all potential bidders.**
 - a. All bidders are responsible for reviewing these specifications along with all attachments thoroughly and submitting any questions regarding these specifications or work activities described to the Buyer during the question/answer period of the site visit. Should contractor(s) require further clarification, the above deadline for questions is available but it is preferred that all questions are asked during the site visit while technical support is available to not delay the award. The Contractor that is awarded the contract will be expected to abide by the scope of work described in these specifications completely.
3. **Quotes must be submitted by August 7, 2019 at 10:00am.**
4. **Once awarded, Contractor must be able to start work within (5) five business days.**
5. Any proposed interruption to center operations must have prior approval from the Center Director after a minimum of 72 hour notice. The center and its buildings shall remain in operation throughout the project. All project activity and contractor access to the building interiors shall be coordinated with the center in order to minimize disruption of center operations. No work will be performed on weekends unless the contractor receives prior approval in writing from the Center Director.
6. It is the contractor's responsibility to provide any and all elements which are incidental to the functioning of the work to be provided. It is not intended that other deficiencies that are not related to the work identified in this Scope be corrected. The contractor shall limit its efforts only to the work that has been identified (including affected areas) in this Scope of Work.
7. For work scheduling, the contractor shall provide a proposed sequenced schedule to the center as part of the proposal submission
8. All materials and hardware shall be selected for their ease of maintenance, high durability, and local availability; and shall be coordinated with those currently used by the center. Restoration of damaged elements shall be promptly executed in like materials, as a part of this contract.
9. The contractor shall be responsible for all cutting and patching incidental to the work described herein. The contractor shall promptly repair/replace any damage to structures, elements, utilities, finishes, etc., occurring due to work incorporated in this SOW, as a part of this contract.
10. 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 that can impact the timely and successful completion of the work. While existing center operations will be continuing during the course of the project, the contractor shall not rely on any aspect of center security to guard aspects of his operations. At no time during this project duration, 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 to work due to trespass or theft.
11. Contractor will be financially liable for all damages and/or service interruptions resulting from work being performed by Contractors employees. Potomac Job Corps Maintenance Manager must be notified immediately of damages or service interruptions. Any subcontractor used to make repairs or provide service on the Contractor's behalf must be approved in advance by Potomac Job Corps Center Director, or designated representative.
12. 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, equipment 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 for the duration of this contract. If Contractor fails to comply with the daily removal of debris, trash, chemicals, etc. as required, Potomac may remove and charge the Contractor the entire cost. Contractor shall not utilize Potomac trash receptacles for debris, trash or chemicals. The contractor will prevent the spread of dust to neighboring sites and properties and avoid the creation of a nuisance or hazard in the surrounding area.
13. 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. Contractor's supplies and equipment may not be stored on the center unless expressly permitted by Potomac Job Corps Maintenance Manager.

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.

14. 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
15. Persons violating the above shall be dealt with in an appropriate manner.
16. Bidders licensed in DC are welcomed and preferred. Licensure must be valid and current as of the time of proposal submission and for the expected duration of the task. Bidders must provide documentation validating these licensure requirements with their proposal packages.
17. The contractor is responsible for complying with the jurisdiction having authority, drawings and specifications prescribed inspection & testing and any manufacturer prescribed inspection & testing.
18. The contractor will coordinate with the Center for location of equipment and material staging areas, and for vehicle parking. Following completion, the contractor shall return the site conditions to their original state.
19. Electricity will be made available by the Center to the extent practical based on proximity to buildings and suitable electrical power connections. Connections to Center electrical power shall be by the contractor. If the Contractor requires electrical power outside of a reasonable distance from an existing building power connection, they must provide it via generator or other Contractor-supplied means.
20. PJCC has the right to Stop Work if the Contractor fails to correct defective work as required or continually fails to adhere or perform the work in accordance with these specifications, the scope of work or contract documents. The Center Director or their representative, may order the Contractor to stop the work, or any portion thereof, until the corrections are made and acceptable by PJCC.
21. Contractor's employees must be dressed in uniform clearly identifying them as the Contractor's employee and according to safety regulations at all times during the performance of this contract. Uniform exceptions may be presented to the Center Buyer for consideration and approval.
22. Contract Type – Fixed Price quote for Fire Alarm Repairs. Prevailing wages under the Service Contract Act apply.

C. Special Conditions

1. **Acceptance of "As Is" conditions**

Prior to performing any work at or on an existing center, the contractor shall tour that element with the designated representative of the center for the purpose of defining the limits of the work area and establishing existing conditions. Once the center and contractor agree on the "As Is" condition the contractor may take possession of that element for the purpose of performing the work. The Offeror shall protect all existing items within the work limits which are not specifically part of the work in the Contract and, at the completion of his work shall restore as necessary the work area to the "As Is" condition agreed to with the center prior to commencement of the work. If there is concern that the work area contains damaged elements that might appear as damage caused by the prosecution of the work, the contractor shall document the damage through memo or video tape the work area and provide a copy to the center prior to commencing any work. The center may make its own video of conditions, if desired.

2. **Contractors' possession of the work**

Once the contractor accepts the work area(s) and the "As Is" conditions (item 1 above), the contractor is responsible for protecting and insuring everything within the work area against damage and harm. Only when the center executes a substantial completion certificate for the work completed in a specific work area will the contractor be relieved of responsibility for the protection of that work area.

D. Schedules and Delays

The contractor shall, upon acceptance of award, perform the work in accordance with the Scope of Work, and start work on a date and time as set forth in the SOW within 5 (five) business days. A finalized schedule will be submitted and accepted prior to the issue of the Notice to Proceed (NTP) by the center. All work, including punch list items, shall be completed as set forth in the SOW.

The contractor shall immediately notify the center of any expected delays in the acquisition of materials which may delay the completion of the project. Should this impact the approved schedule, the contractor shall adjust the schedule and resubmit it for center approval. No extensions in time will be granted unless the modified schedule is approved in advance by the center.

II. INSTRUCTIONS – BID SUBMISSION REQUIREMENTS

All bidders 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.

1. Bidders must provide evidence of licenses, certifications and credentials for all staff assigned to perform the work. The credentials should demonstrate the vendor's ability to successfully perform the SOW.
2. Bidders must not be excluded from competing on government contracts. Verification will be completed through the SAM portal.
3. Bidders shall submit a fixed price quote based upon the SOW and Extent of Work outlined in the Schedule. Labor and materials cost must be detailed in the response. Prevailing wages under the Service Contract apply.
4. A proposed schedule to complete all work in accordance with the statement of work must be provided.
5. The contractor must include with his/her quote, conformance to the latest Service Contract Wage Rate decisions for Washington, DC. This statement may be included in the price quote.
6. A minimum 60-day bid guarantee is required
7. 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, email and telephone numbers. All firms submitting quotes for this project shall have no less than five consecutive years of relevant experience.
8. This project is sales/use tax-exempt.
9. Bidders must provide a warranty covering all materials, workmanship, and labor. Warranty period must be consistent with industry standards and norms.
10. Contractor shall provide a certificate of insurance naming Exceed Corporation – Potomac Job Corps Center as an additional insured, per Section IV - insurance requirements.
11. Contractor must accept purchase orders with net terms.
12. Contractor must provide a completed New Vendor Profile (Sample in Attachments) & W-9

III. SCOPE OF WORK (SOW):

This statement of work will provide for the repair of fire alarm deficiencies as described below. Awarded contractor must be licensed and qualified in fire alarm system service and repair. Specific requirement descriptions are as follows:

A. Building 11 (125992)

DEFICIENCY: A manual fire alarm pull station is not provided at the Basement north exit door. NFPA 101 requires these to be provided in the natural exit egress path near each required exit from an area. (NFPA 101, 2018, 9.6.2.3)

REQUIREMENT: Provide a manual pull station in the natural egress path within 5 feet of the identified exit door. Alternatively, relocate the existing fire alarm pull station at the beginning of the north stairway within 5 feet from the exit door. Install fire alarm cable in 1/2-inch EMT conduit. This work will be performed by a qualified fire alarm contractor who is familiar with the components of the building fire alarm system.

B. Building 43

DEFICIENCY 1 (126001): Three pull stations, four exit signs, two emergency light fixtures, three fire alarm horn-strobes and one remote annunciator located in the gymnasium do not have suitable wire guards to protect fixtures and fire alarm devices from accidental contact or breakage. (NFPA 72, 2016, 18.3.4)

REQUIREMENT: Provide wire guards listed for the use for three pull stations, four exit signs, two emergency light fixtures, three fire alarm horn-strobes and one remote annunciator located in the gymnasium. The wire guards should be adequately rigid cages, mounted to the wall structure, and should not block operation of the pull stations or testing of the emergency and exit lighting. *NOTE: This requirement is limited to the*

devices described in this requirement text. The large wall-mounted annunciator horns on the east and west walls of the gymnasium are not addressed by this requirement.

DEFICIENCY 2 (125802): Two packaged HVAC systems, serving the Gymnasium core area, have supply air capacity greater than 2,000 CFM. There is no duct mounted smoke detector downstream of any filters or ahead of any branch connections. The fan will not stop if fire or smoke develops, but will continue to run and distribute smoke throughout the building. (NFPA 90A, 2015, 6.4.2.1, NFPA 72, 2016, 17.4.7)

REQUIREMENT: Provide one duct mounted smoke detector in the supply air duct of each HVAC packaged unit and wire to the fire alarm panel. Wire the output of the smoke detector to shut down the fan upon detection of smoke. Provide connection to fire alarm control panel. Include one duct smoke detector and approximately 100 linear feet (LF) of control wiring in 1/2-inch electrical metallic tubing (EMT). Install a remote indicator for the duct smoke detector at the location where it is visible to the responding personnel. Label the remote indicator by using a permanently attached placard or by other approved means which indicates the location of the detector and the area protected by the detector. All the work shall be in compliance with the NEC, NFPA 72 and manufacturer's requirements. Obtain warranty from the installing contractor.

C. **Building 50**

DEFICIENCY 1 (126011): The installation of the fire alarm system in the building is incomplete. According to the Center management, the contractor has not finished the work. A number of wires pulled from the horn-strobes are left in the junction box near the main fire alarm control panel. Signaling cables are also hanging down without any connection in the panel. In the event of a fire, the system cannot be relied upon to provide the required detection and notification. (NFPA 101, 2018, 9.6.1.3)

REQUIREMENT 1: Investigate all the wires and complete the existing fire alarm system installation. *NOTE: This requirement, in order to resolve the Deficiency and bring the system into compliance with NFPA 101, 2018, 9.6.1.3 and other standards, would accordingly construe "completing the installation" as "perform the work necessary to produce a complete and functional system for Building 50 that complies with the NFPA standard(s), using the existing recently-replaced FACP. All system components, including detector heads, pull stations, annunciator panel, wiring, and other elements should be evaluated for appropriateness and all necessary repairs, replacements, and/or additions to achieve compliance should be included in the offeror's proposal to the extent known based on the documentation and site visit access provided..*

DEFICIENCY 2 (126025): The fire alarm control panel (FACP) located in the Electrical Room as well as ward and exam rooms are not protected by an automatic smoke detection device. Also, NFPA 72 states that when a fire alarm system is required in a building and the room in which the control panel resides is not continuously occupied, then the location of the control panel shall be provided with an automatic detection device. (NFPA 101, 2018, 9.6.1.8.1 and NFPA 72, 2015, 10.4.4).

REQUIREMENT 2: Provide one addressable photoelectric smoke detector in the Electrical Room where the fire alarm control panel is resides and four addressable photoelectric smoke detector in Wards and Exam Rooms. The smoke detectors shall be installed on the ceiling within 21 feet of the center line of the FACP and Center of the room in other locations. Connect the new detectors to the building fire alarm system. Install all wiring in EMT conduit.

IV. INSURANCE

Prior to starting any work, Contractor shall maintain, at its sole cost and expense, such usual and customary types of insurance coverage as EXCEED Corporation may require. Such coverage shall be in the amounts stated in the General Contract, unless such amounts stated in the General Contract are less than those limits stated in the Section below entitled Insurance Requirements, in which event the amounts stated herein shall control. Insurance policies are to be written by companies acceptable to as EXCEED Corporation and licensed to do business under the laws of the State in which the work is to be performed. Such insurance companies shall have a Best's rating of "A-" or better. The company shall also be in a Best's financial size category of Class "IX" or higher.

All certificates are to contain substantially the following statement: "The insurance coverage evidenced by this certificate shall not be cancelled nor materially altered except after thirty days written notice has been provided and received by as EXCEED Corporation" The insurance policies shall be endorsed to provide such notice.

Contractor shall furnish satisfactory evidence to as **EXCEED Corporation** prior to the commencement of Work that Contractor has complied with all of the above requirements and that the following coverage, including the specific amounts required, are in force. Contractor shall furnish certificates of insurance with the Project name and number stated on the certificates prior to the beginning of on-site operations. In addition, Contractor shall provide certified copies of all insurance policies within ten (10) days of written request by EXCEED Corporation.

EXCEED Corporation shall have the right but not the obligation, to prohibit Contractor or any of their Contractors from entering upon the Project site until a certificate of insurance indicating full compliance with these requirements is received and approved by EXCEED Corporation. Failure of EXCEED Corporation to demand such certificate of insurance or failure of EXCEED Corporation to identify a deficiency in such evidence shall not be construed as a waiver of Contractor's obligation to purchase and maintain such insurance. The coverage and amounts below are minimum requirements and do not establish limits to Contractor's liability. Other coverage and higher limits may be provided at Contractor's expense.

1. Workers Compensation:

- (a) Workers Compensation coverage for the State in which the Project is located and the State of hire, if different, regardless of State's statutory requirements regarding sole Proprietors.
- (b) Employers Liability Coverage with the following minimum limits: Bodily Injury by Accident \$500,000 Each Accident
Bodily Injury by Disease \$500,000 Policy Limit Bodily Injury by Disease \$500,000 Each Employee
- (c) If applicable to the Project, coverage under the Longshoremen and Harbor Workers Compensation Act; the Jones Act or other Admiralty or Maritime Law; or any other Federal Workers Compensation and Employers Liability Laws shall be provided.

2. Commercial General Liability:

- (a) Commercial General Liability Coverage with the following minimum limits:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Bodily Injury & Property Damage Limit – Each Occurrence Limit	\$1,000,000
- (b) Commercial General Liability coverage shall include, without exception, coverage for Premises-Operations; Independent Contractors; Contractual Liability (covering all indemnification and hold harmless clauses); Personal & Advertising Injury; Products- Completed Operations; Broad Form Property Damage including Completed Operations; "x, c and u" coverage for Property Damage. Any endorsements or modifications to the Commercial General Liability coverage which reduces, restricts or limits the scope of coverage must be identified on the Certificate of Insurance.
- (c) Products and Completed Operations to be maintained for (36 months), unless longer duration required by Owner after final payment.

1. EXCEED Corporation and the Owners (and others, if required by the Contract Documents) shall be named as Additional Insured(s) on the CGL, providing the broadest available coverage for both ongoing and completed operations. This insurance for the additional insured's shall be as broad as the coverage provided by for the named insured Contractor. It shall apply on a Primary and Non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to the additional insured as respects acts or omissions of the Additional Insured(s). Additional insured coverage shall not be limited to general supervision of Contractor's work. In no event shall the Additional Insured coverage be restricted due to other available insurance.

- (d) A Waiver of Subrogation shall apply in favor of EXCEED Corporation and the Owners (and others, if required by the Contract Documents).

3. Automobile Liability:

- (a) Automobile Liability Coverage with the following limits: \$1,000,000 Any One Accident or Loss
- (b) Such coverage shall apply to Owned, Hired and Non-Owned Automobiles.
- (c) EXCEED Corporation and the Owners (and others, if required by the Contract Documents) shall be named as Additional Insured(s).
- (d) A Waiver of Subrogation shall apply in favor of EXCEED Corporation and the Owners (and others, if required by the Contract Documents).

4. Umbrella Excess Liability:

- (a) Umbrella Excess Liability coverage with the following minimum limits: Each Occurrence \$1,000,000
Aggregate Limit \$1,000,000

(b) EXCEED Corporation and the Owner (and others, if required by the Contract Documents) shall be named as Additional Insured(s).

(c) A Waiver of Subrogation shall apply in favor of as EXCEED Corporation and the Owner (and others, if required by the Contract Documents).

5. Coverage for Contractor's Tools and Equipment:

(a) Contractor is responsible for insuring its' own tools and equipment which Contractor utilizes in connection with its Work.

(b) A Waiver of Subrogation shall apply in favor of as EXCEED Corporation and the Owners (and others, if required by the Contract Documents).

6. Other Insurance Provisions:

(a) By requiring the insurance as set forth above, as EXCEED Corporation does not represent that the coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under any indemnification provided to as EXCEED Corporation (whether pursuant to this Contractor or otherwise).

(b) EXCEED Corporation will have the right, but not the obligation, to procure and maintain the above insurance in the name of and at the expense of Contractor should Contractor fail to procure and maintain the required insurance. Contractor shall provide all information as may be necessary or desirable in order to procure and maintain such insurance.

Waiver of Subrogation: EXCEED Corporation: Contractor waive all right against each other, against the Owner and against all other Contractors for damages caused by fire or other perils to the extent covered by builders risk or similar property insurance provided, except such rights as they may have the proceeds provided, except such rights as they may have the proceeds of such insurance.

Contractor shall require waivers from its supplier and Contractors

Once awarded, Contractor must maintain and keep current the above limits for the entire period of performance. It is the contractor's responsibility to provide a new and/or replacement Certificate of Insurance at least (15) fifteen days prior to the expiration of such policy. Contractor must give PJCC at least (30) thirty days' prior written notice of cancellation or termination of coverage.

V. 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, 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.

VI. ACCEPTANCE OF WORK:

1. SUBSTANTIAL COMPLETION

Substantial completion of the work is defined herein as the point at which the work is complete in all respects except for a few minor items which are to be listed on the contractor's punch list. With the issuance of a substantial completion certificate executed by the center and the contractor, the center will occupy/take possession of the work. Prior to the issuance of an executed substantial completion certificate the contractor shall have had all tests completed, witnessed and approved by the center's authorized representative. The provision of all required training, operating and maintenance manuals and other such requirements specified in this Scope of Work shall be a prerequisite to the contractor's notification requesting a substantial completion walk-through.

The contractor shall notify the center in writing at least seven calendar days prior to the estimated date of substantial completion and request a substantial completion walk-through. The letter shall include a dated punch list as developed by the contractor. The purpose of the walk-through is to review the contractor's list for accuracy and to identify any additional items needing completion prior to final acceptance. The contractor, shall, upon receipt of a substantial completion punch list, correct his work as required within 7 calendar days

or until acceptable to the center. The substantial completion walk-through shall be performed by the Center Director and/or the designated representative.

2. FINAL INSPECTION

The contractor shall inform the center in writing at least three days prior to the estimated date of the completion of the work and request a final acceptance inspection.

The contractor shall guarantee all workmanship done under this Scope of Work for a period consistent with industry standards and norms for storefront doors installed in residential and food service facilities prior to final payment, the contractor shall deliver to the center and release of liens by all subcontractors and material suppliers associated with this project.

VII. EXTENT OF WORK

1. Testing and Inspection

A. The Contractor is responsible for all inspection and testing.

B. All tests and inspections shall be documented by certified written reports and test results. The contractor shall distribute copies of all testing and inspection reports to the Potomac Job Corps Center.

2. Adherence to the Scope of Work

A. Although this scope of work identifies specific elements it is the contractor's responsibility to provide any and all elements which are incidental to the functioning of the work to be provided. It is not intended for other deficiencies not related to the work identified in Section III to be corrected. The contractor shall limit its efforts only to the work identified in this scope of work.

VIII. PROJECT REQUIREMENTS & SPECIFIC CONDITIONS OF THE AGREEMENT:

1. **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.

2. **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. The latest Service Contract Act wage determination can be found at: <https://www.wdol.gov/sca.aspx>. The contractor shall provide written confirmation of compliance with wage rate and fringe on company letterhead and provide to the Buyer with 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 4.

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.

3. **Invoicing/Certified Payroll**

Invoices shall be rendered by Contractor with net terms. Weekly certified payroll must accompany every invoice in order to be accepted. Net terms begin upon review and acceptance of certified payroll. PJCC reserves the right to withhold payment due to contractor until the vendor provides compliant certified payroll and required documents.

4. **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.

5. Claims

In the event of any dispute, controversy or claim for additional compensation or time extensions, notice in writing shall be given to the Contractor no later than five days following the occurrence on which the claim is based. Such notice shall describe the dispute, controversy or claim in detail so as to allow Contractor to review its merits. Any claim not presented within such time period shall be deemed waived by Subcontractor.

6. Termination

Potomac Job Corps (PJCC) may cancel this Contract for any reason without cause upon thirty (30) days written notice. PJCC may terminate this RFQ/Contract if Contractor fails to fulfill its obligations under these requirements in a proper and timely manner, or otherwise violates the terms of this Contract. PJCC has the right to terminate this Contract, if the default has not been cured after ten (10) days written notice has been provided. If termination shall be without cause, PJCC shall pay Contractor for agreed compensation earned to the date of termination. If the termination is due to breach of this Contract by Contractor, PJCC shall pay Contractor all agreed compensation earned prior to the date of termination minus any damages and costs incurred by PJCC as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, survey, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall become the property of PJCC, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work complete on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to PJCC for damages sustained by PJCC as a result of any breach for this Contract by the Contractor. PJCC may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to PJCC is determined. The rights or remedies provided for herein shall not limit PJCC, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

7. 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 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.

8. Supervision and Discipline

The Contractor shall provide a competent supervisor, or lead person who is qualified, certified, and capable of overseeing activities and authorized to act on behalf of the contractor and direct the work. The contractor's employees shall conduct themselves in an orderly manner and adhere to all the center rules and regulations. Contractor shall be responsible for all precautions as may be necessary to fully protect their work both during its execution and until its final acceptance or the Contractor shall be held responsible for all damages incurred. Contractor shall be responsible to PJCC for the acts and omissions of their employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor or on behalf of the Contractor.

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.

9. Supplies/Chemicals

The contractor shall provide all supplies, parts, materials, equipment and chemicals needed to perform the SOW. Contractor is responsible for monitoring and safety storing chemicals while conducting work on center. Contractor must provide a copy of all Materials Safety Data Sheets (MSDS) for all products used on center to Center Buyer. Contractor must also maintain a copy of all MSDS sheets while on center. These sheets must be made available upon request by Potomac Job Corps staff. Contractor shall ensure all supplies and chemicals are environmental friendly. Contractor will maintain a log of chemical applications made by employees. The log will note all application locations, amounts applied and dates of application. Entries into the log will be noted and made part of the weekly service report provided to the Maintenance Manager.

10. Changes in the Work

Minor changes in the work that, the Center or Contractor may recommend and, do not involve adjustment to the Contract Sum or the Performance time shall be made through written instruction from the Purchasing Agent authorizing the Contractor to proceed with the agreed upon changes.

Changes in the work that do involve adjustment to the Contract Sum or the Performance time or both are Contract modifications that shall be executed as Change Orders on AIA Document G 701 or equivalent. Reference the Federal Acquisition Regulation (FAR) 52.243-4. For Contract modifications requested by the Center or initiated by the Contractor, the Contractor shall prepare and submit for approval, a change order proposal (see attachment 11). Procedures for preparing and processing change order proposals shall be as follows:

- The proposal shall include a statement outlining the reason for the change, i.e. unforeseen conditions, product substitution, and complete description of the change.
- Include a list of quantities of products to be purchased and unit costs. Indicate the amount of trade discounts.
- If product or system substitution is being requested, provide complete supporting data from both specified product/system and proposed substitute product/system for evaluation by the Center. Provide additional information to substantiate products and/or systems are equal or better with respect to this project application.
- Include a statement indicating the effect the proposed change will have on the Contract performance time (number of days added or deleted) and construction schedule.
- Show the total cost of the proposed change in such change order proposals that increase the contract.
- When the Center and the Contractor both agree to the change request as proposed or as modified, the Purchasing Agent will issue a Contract modification, Change Order for the Contractor's signature and the Center Director's signature, approving the change.

The Contractor is responsible to keep the work progressing on schedule. Requests from the Center for changes in the work and change order proposals are for information only and shall not be considered as instruction to stop work in progress, or to commence work on the requested change

IX. PERIOD OF PERFORMANCE

Services shall begin (5) five business days from award. A schedule for completion will be requested and negotiated.

X. 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 text. 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/>

XI. Attachments 2-5

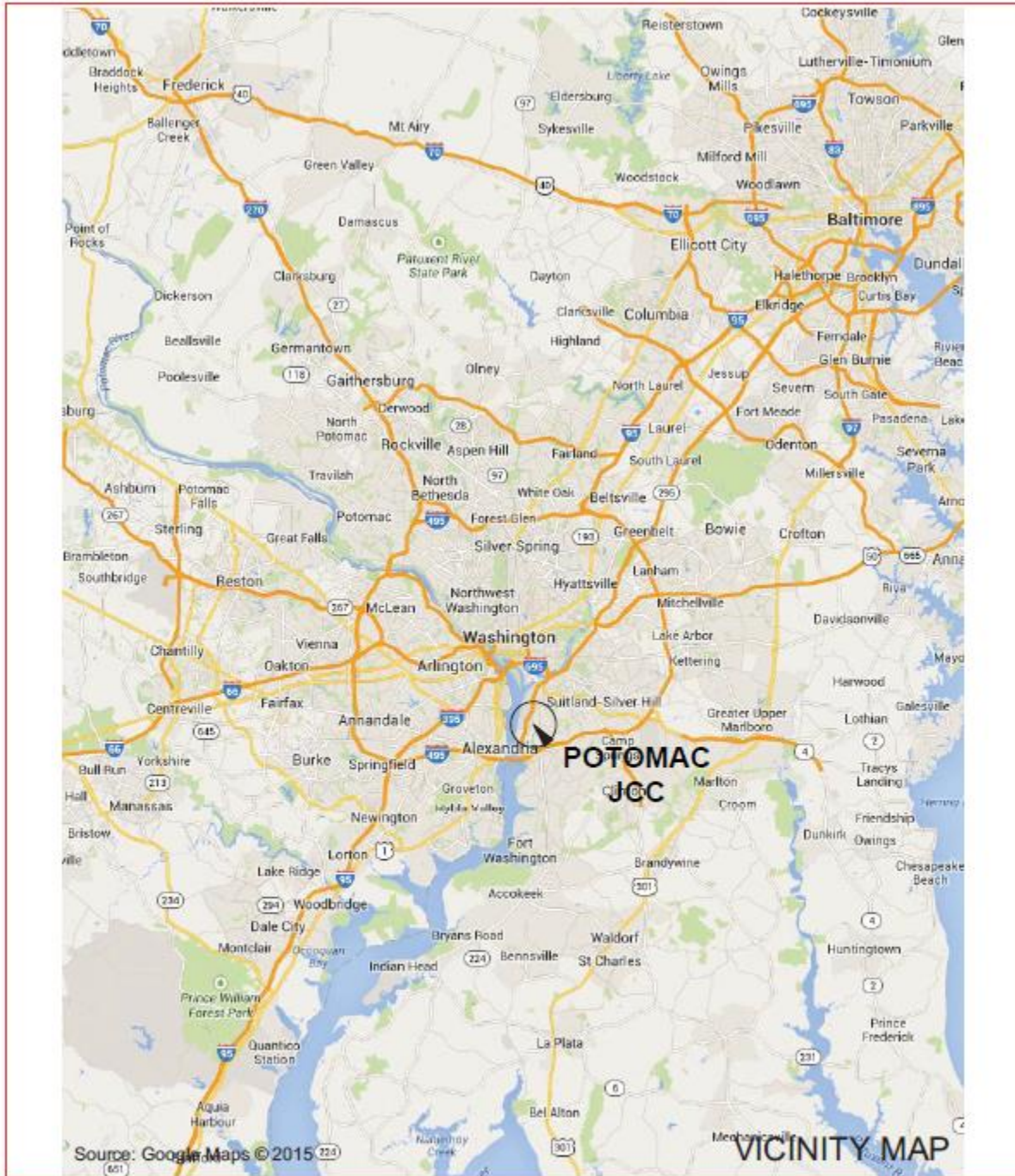
Attachment 2: Vicinity Map

Attachment 3: Site Plan

Attachment 4: Sample Weekly Certified Payroll

Attachment 5: Sample New Vendor Form

2. VICINITY MAP



POTOMAC JOB CORPS
CENTER
WASHINGTON, D.C.



3. SITE PLAN



SAMPLE WEEKLY CERTIFIED PAYROLL FORM, cont.

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. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(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.

(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

REMARKS:

NAME AND TITLE	SIGNATURE
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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 231 OF TITLE 31 OF THE UNITED STATES CODE.

