

**AUTOMATIC FLUSH VALVE  
REQUEST FOR BID**

**AT THE**

**POTOMAC JOB CORPS CENTER**

**1 DC Village Ln SW, Washington, DC 20032**

**AUGUST, 2020**

**Request for Quote– AUTOMATIC FLUSH VALVE  
AUGUST, 2020**

**Agency: Potomac Job Corps Center  
1 DC village lane, SW  
Washington, D.C. 20032**

**This is a Subcontracting Opportunity**

**SOLICITATION**

This RFQ is provided to establish a firm fixed price bid from qualified bidders to establish a contract through competitive quotes for AUTOMATIC FLUSH VALVE as set forth below in the SOW for 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 construction 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 invitation for bids. 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 bid, the bid will be considered only if:

- (1) The bidder accepts all the terms and conditions of the invitation; 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 bids must reference the solicitation and be sent to [irinuyenikan.samuel@jobcorps.org](mailto:irinuyenikan.samuel@jobcorps.org).

**Instruction – 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 bidder being deemed unresponsive.

1. Bidders shall submit firm fixed price quote based upon the SOW. All associated costs must be broken out and detailed in the response.
2. Contractor must confirm the ability to meet the delivery as indicated in the RFQ
3. A minimum 7 days bid is guarantee.
4. This is sale/use tax exempt.
5. Contractor must provide unlimited warranty for manufacturer defect.
6. Contractor must accept purchase orders with net 30 terms.
7. Contractor shall provide a certificate of insurance naming Exceed Corporation – Potomac Job Corps Center as an additional insured, per section- insurance requirements.
8. Contractor must provide a complete

**Quotes: Quotes are due on Thursday August 20, 2020 by 4pm and contract awarded Monday August 24, 2020. Contractor must be able to deliver product 7-10 days from award.**

### **SCOPE OF WORK (SOW) AUTOMATIC FLUSH VALVE.**

Single flush, battery, Automatic Flush Valve Retrofit Kit, For use with Exposed Flushometers. (they fit either tankless toilet or urinals to convert flushometers from manual to automatic operation for hands free flushing).

### **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:

- Commercial General Liability – \$1,000,000 each occurrence; \$3,000,000 aggregate
- Automobile Liability/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 – \$2,000,000 each occurrence
- Professional Liability - \$1,000,000 each occurrence

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.

### **EVALUATION FACTORS FOR AWARD:**

Potomac anticipates the award of a single contract as a result of this solicitation to the responsible Bidder whose proposal meets the needs of the solicitation, is technically acceptable, determined to be the lowest price and able to meet center deadline.

1. 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.

### **ACCEPTANCE OF WORK:**

#### **1. FINAL INSPECTION**

The delivered products will be inspected by PJCC. In the event the delivered products fail to conform to award specifications, the Contractor shall remove the delivered products and immediately replace it with an acceptable product conforming to the SOW requirements at no additional cost to PJCC. PJCC shall give notice of observed defects with reasonable promptness.

### **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. The contractor shall distribute copies of all testing reports to the Potomac Job Corps Center.

#### **2. Adherence to the Scope of Work**

Although this scope of work identifies specific elements it is the contractor's responsibility to provide any and all elements which are incidental of the work to be provided. The contractor shall limit its efforts only to the work identified in this scope of work.

### **REQUIREMENTS & SPECIFIC CONDITIONS OF THE AGREEMENT:**

#### **1. Invoicing**

Invoices shall be rendered by Contractor with net 30 terms. PJCC will pay Contractor once all items have been received, inspected and approved, according to the unit price provided in the quote. Any additional expenses not explicitly stated in the price proposal and agreed to by PJCC will not be honored.

#### **2. Delivery**

Freight must be F.O.B. Delivery must be made Monday through Friday, 9:00am to 3:30pm to our Warehouse for initial inspection. Warehouse does have a loading dock. Contractor shall have complete responsibility for items until they are unpacked, and inspected. Items shall be considered received when completely unpacked, inspected and free of dirt, dust, marks, dents, scratches, tape, packaging or other foreign substances.

#### **3. 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.

#### **4. 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.

#### **5. 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.

#### **6. 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.

### **7. 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

### **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/>