# BUILDING 50 HVAC REPAIR
# REQUEST FOR BID

## AT THE

## POTOMAC JOB CORPS CENTER

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

**Agreement – HVAC REPAIR**
**Agency and site location: Potomac Job Corps Center**
**1 DC village lane, SW**
**Washington, D.C. 20032**

**SOLICITATION**
This solicitation is provided for HVAC REPAIR Services of building 50 at 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 in Section IV - Scope of Work.

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 bid must comply in all material respects with the invitation for bids. Such compliance enables bidders to stand on an equal footing. Bidders who do not provide the requested responses will be consider non-responsive.

Bids 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 bid would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the invitation.

Bids submitted by electronic commerce shall be considered, provided they are timely. Electronic bids must reference the solicitation and be sent to irinyenikan.samuel@jobcorps.org.

**REPRESENTATION**
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 not submit plans, documents, or specifications to any local authority without the prior approval of the Potomac Job Corps Center Director or designated representative.

Specific Requirements

Prior to submitting a bid, 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. **We will not have a walkthrough for this service, contractor can schedule a time if they wish for a personal walkthrough, bids should be submitted to the contact person at the center Samuel Irinyenikan Buyer 202-373-3077, Irinyenikan.samuel@jobcorps.org on or before 7/23/2021**

2. 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/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.

3. The 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.

4. 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.

5. 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.

6. 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

7. Persons violating the above shall be dealt with in an appropriate manner, up to and including removal from the center.

8. 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.

9. 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.

10. Contract Type – Fixed price quote for HVAC repair of building 50. Prevailing wages under the service contract Act. Should repairs be required, prevailing wages under Davis Bacon Act may apply.
    a. Contractor must accept purchase orders with net terms (NET30).

    b. Contractor must provide a completed New Vendor Profile & W-9.

**SCOPE OF WORK (SOW)**

## HVAC REPAIR OF BUILDING 50

# HVAC Repairs for building 50

2 units that need work before the Air in building 50 can work. These are the proposed scope of work.

**Unit 1.**

1. Report to site, perform power-down, lock-out, and tag-out procedures on unit 1.
2. Remove necessary shelving and components to repair leaks.
3. Replace core valves on circuit 2 and prepare system for addition of refrigerant.
4. Return all shelving and components to normal.
5. Add virgin refrigerant to system per manufacturer recommendations.
6. Remove necessary shelving and components to replace crankcase heaters.
7. Remove existing crankcase heaters from the 3 compressors with bad crankcase heaters.
8. Furnish and install 3 crankcase heaters on 3 of the 4 compressors.

9. Return all shelving and components to normal.
10. Power on system and test unit operation by bypassing controls.

**Unit 2.**

1. Perform power-down, lock-out, and tag-out procedure on unit 2.
2. Remove necessary shelving and components to repair leaks.
3. Replace core valves on and prepare system for addition of refrigerant.
4. Return all shelving and components to normal.
5. Add virgin refrigerant to system per manufacturer recommendations.
6. Remove existing starting components (capacitor, contactor and relay).
7. Furnish and install starting components (capacitor, contactors and relays).
8. Power on system and test unit operation by bypassing the unit controls.

**BYPASS BAS SYSTEM:**

1. Perform power-down, lock-out, and tag-out procedures on building BAS.
2. Remove necessary components and shelving to bypass BAS panel
3. Run wiring from return air dampers on each air handler.
4. Furnish and install 1 return air temperature sensor in each air handler (total of 2 sensors).
5. Furnish and install necessary components to power thermostats for each unit.
6. Furnish and install 1 thermostat for each air handler (total of 2 thermostat).
7. Bypass control wiring to thermostat.
8. Return line and voltage wiring to system.
9. Power on systems and test for functionality.

## 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; 550,000 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 four years 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 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 FOR AWARD

1. EXCEED anticipates the award of a single fixed price contract to the offeror that responds to this solicitation in full and is considered to be the offeror whose submission meets all of the requirements of the solicitation, is technically acceptable and is determined to be the best value.

2. Invitations may be cancelled and all bids 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.

## PROJECT REQUIREMENTS AND SPECIFIC CONDITIONS OF THE AGREEMENT

### Codes

In accordance with the Scope of Work, the contractor shall obtain all applicable permits and comply with all applicable building codes, ordinances, and regulations which are enforced by City, and/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 Purchasing Agent, Potomac Job Corps Center.

### 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 (see attached).

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 laborer or mechanic has been paid not less than the proper Service Contract prevailing wage rate for the work performed if required. The Purchasing Agent 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.

**Davis-Bacon Act**

This project is subject to the provisions of the Davis-Bacon Act for construction 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: DC140002, dated 8/29/2014 (see attached)

The Workforce Investment Act (WIA) imposed Davis-Bacon labor standards upon contractors and subcontractors. It provides that all laborers and mechanics employed by contractors and subcontractors in any construction, alteration or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in accordance with the Davis-Bacon Act. The contractor shall provide proof of compliance with wage rate and fringe percentage if requested by the Purchasing Agent and certification that employees are being paid according to payroll records. The Certified Payroll Records shall be submitted to the Purchasing Agent 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 laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed if required. The Purchasing Agent 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 Davis-Bacon wages.

**Required Insurance**

Prior to the Center issuing a Notice-To-Proceed (NTP) with the Work, the Contractor shall provide the Purchasing Agent with proof of insurance via appropriately executed certificate of insurance and deliver same to Exceed Corporation (EXCEED), Potomac Job Corps Center. Such certificate shall identify this contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered until at least thirty (30) days prior written notice has been given to EXCEED.

Without limiting any liability or any other obligations of the Contractor, the Contractor shall provide and maintain and cause its subcontractors to provide and maintain insurance coverage with forms and insurers acceptable to EXCEED, until all obligations under this contract are satisfied.

The policies required shall name EXCEED, its agents, officials and employees as additional insured and shall specify that the insurance afforded the Contractor shall be primary insurance and that any insurance coverage carried by EXCEED or its employees shall be excess coverage

except as provided by state law, and not contributory insurance to that provided by the Contractor.

Failure on the part of the Contractor to provide and maintain the required liability insurance and provide proof thereof to EXCEED within thirty (30) days following commencement of a new policy period, shall constitute a material breach of the contract upon which EXCEED may immediately terminate this contract.

**Invoicing/Certified Payroll**

Invoices shall be rendered monthly by Contractor with net terms. Weekly certified payroll must accompany every invoice during that period of performance 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.

**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.

**Facility Operating Hours**

The center shall remain in operation throughout the 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.

**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 center rules and regulations. Contractor shall be responsible for all precautions as may be necessary to fully protect their work both during its execution until its final acceptance of or the

omissions of their employees, subcontractors and their agents and employees, and other persons performing any 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.