

REQUEST FOR QUOTE

AT THE POTOMAC JOB CORPS CENTER.

1 DC VILLAGE LANE, SOUTHWEST, WASHINGTON DC 20032.

JULY 2021.

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

SOLICITATION

This request for quotes is provided for documents shredding at Potomac Job corps Center operated by Exceed LLC 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@iobcorps.org.

REPRESENTATION

Codes

1. The contractor shall research, and be responsible for obtaining, all regulatory, permitting, and licensing requirements. The contractor is responsible for obtaining any and all permits required for the services specified in this solicitation where applicable.
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, all current and

applicable National Fire Protection Association (NFPA) Codes and Standards, and all local laws and ordinances applicable to the services specified in this solicitation. 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 if applicable to the requested quotes.

4. 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. A pre-proposal walk-through will not be conducted. All interested bidders should contact center's Buyer Samuel Irinyenikan. Buyer, 202-373-3077 or Irinyenikan.samuel@jobcorps.org
2. Bidders, if applicable, will be responsible for submitting any questions to the Buyer in writing by **Wednesday September 15, 2021 at 2pm**. 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 below to the Buyer during the question/answer period discussed above. The Contractor that is awarded the contract will be expected to under the scope of work described in these specifications completely.
3. Bids must be submitted by **Thursday September 30, 2021** by 4pm
4. Once awarded, Contractor must be able to start work within agreed time. 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 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 Job Corps Center accept requests for additional security measures. Neither

Exceed LLC nor the US Department of Labor shall 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. Neither Exceed LLC nor the US Department of Labor shall in any way be liable or responsible for damage or loss to work due to trespass or theft.

6. The contractor will be financially liable for all damages and/or service interruptions resulting from work being performed by Contractors employees. The 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 the Potomac Job Corps Center Director or designated representative.
- 8 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 materials frequently and dispose of and refuse away from the center in a lawful manner. The contractor shall be responsible for any and all fees, permits, etc., including any Hazardous Materials handling or disposal costs, required for waste disposal.
9. The contractor shall be responsible for receiving, storing, and securing of all materials, supplies, equipment and other items to be used in accomplishing the work. The contractor shall be responsible for all equipment, supplies, and materials brought onto the center to support this SOW, and shall replace lost, damaged or stolen items at its own expense.
10. The contractor and all persons employed under the contract:
 - a. Shall observe all safety and 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 or other weapons on the center;
 - e. Shall not use the centers dumpsters
- I 1. Persons violating the above shall be dealt with in an appropriate manner, up to and including removal from the center.
12. The contractor shall be required to be licensed by the appropriate authority in the area to conduct the required contractual work, including any required hazardous waste storage, use, and removal where applicable.
13. 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 any contract document. Further, PJCC may Stop Work if the Contractor, its subcontractor, or any of its personnel violate the Safety or Security polices and regulations in place at the Center. The Center Director or their representative may order the Contractor to stop the work, or any portion thereof, until corrections have been made and deemed acceptable by PJCC under the terms of the SOW, or until the Safety or Security violation has been remedied to the satisfaction of the Center Director or designee.

14. Contract Type — Firm Fixed Price award for fire hydrant replacement as described in this SOW. Prevailing wages under the service contract Act are applicable and required. Should repairs be required, prevailing wages under Davis Bacon Act may apply.
15. 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. Offerors must provide evidence of licenses, certifications, and Certificate of Insurance to perform the scope of work.
 - b. Offerors must not be excluded or barred from competing on government contracts. Verification will be completed through the SAM portal.
 - c. Contractor shall provide a pricing sheet to include:
 - i. A Fixed Priced Quote based on the Scope of Work. Prevailing wages under the Service Contract Act apply.
 - ii. A fixed hourly labor rate for any additional repairs needed outside the SOW (to be awarded if required as supplemental tasks as approved by PJCC). Prevailing wages under Service Contract Act may apply for applicable contract.
 - d. Project Schedules or timelines if applicable
 - e. The contractor must include with his/her quote, certification of conformance with the latest DC Service Contract Wage Rate and Davis Bacon wage decisions for the area by signing Form SF1413.
 - 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 names, addresses and telephone numbers of individuals at the client organization's site who supervised and/or procured the referenced work. All firms submitting quotes for this project shall have no less than five consecutive years of relevant experience in order to be considered for award.
 - h. A brief description of your company's understanding of the project, as well as a description of your company's approach to scheduling, performing, and Quality Assurance testing of the work.
 - i. Duration of proposed parts, materials, and workmanship warranty may be considered as an evaluation factor for award with a minimum of Ten years warranty where it is applicable for the contract.

- j. Contractor shall provide a certificate of insurance naming Exceed LLC and Potomac Job Corps Center as an additional insured, see — insurance requirements.
- k. Contractor must accept purchase orders with Net30 terms.
- l. Contractor must provide a completed New Vendor Profile if not previously provided. PJCC will send an electronic copy to the contractor.

SCOPE OF WORK: SHREDDING SERVICES FOR PJCC/OA/AND CTS

1. Shredding for records, human resources and SPO Building 1
2. Shredding in copier room building 5
3. Center's director, Copier room building 7
4. Wellness and copier room building 50
5. Conference room of building 56
6. Academics copier room and TCU of building 2
7. Socio-Dev director's office of building 60
8. OA Maryland Avenue
9. CTS Maryland Avenue
10. Building 7 2nd floor lounge
11. Building 12 2nd floor
12. Building 13 2nd floor
13. Building 61 1st floor
14. Building 62 1st floor
15. Building 60 computer lab
16. Building 56 OA/CTS offices
17. Any other areas assigned during the time of award.

INSURANCE

As part of their bid package and prior to starting any work, the contractor shall show proof of required insurance, in amounts to cover risk or as required by statute, including:

- Automobile:
- Bodily Injury Liability - \$1,000,000 each occurrence and will include coverage for owned, non-owned, and hired vehicles.
- Property Damage Liability - \$1 each accident; \$2,000,000 aggregate ●Workers Compensation and Employer's Liability — Minimum of \$ I each occurrence or coverage amounts as required by the District of Columbia compensation laws or union agreements, whichever is greater.
- Commercial general liability - Minimum \$1,000,000 each occurrence. 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 specified 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, LLC 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 Center'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, as well as NFPA standards in place at the time of bid submission. OSHA and EPA regulations shall also apply where applicable.

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 fillable PDF of the form, can be obtained on the web at <https://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: DC 140002, 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, LLC (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 30 terms. Weekly certified payroll must accompany every invoice during that period of performance in order for the invoice to be accepted. Net 30 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, LLC 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 Director of Finance and Administration and 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.

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 including but not limited to general conduct, safety, weapons, controlled substances, and fraternization. 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.

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 the Contract by Contractor PJCC shall pay Contractor all agreed compensation earned prior to the date termination minus any damages and costs incurred by PJCC as a result of at 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, at the option of PJCC, 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, for asserting any other right or remedy allowed by law, equity, or by statute.

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. 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 where applicable.
- Include a list of quantities of products to be purchased and unit costs. Indicate the amount of trade discounts where applicable.

- 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 where applicable.
- 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 where applicable.
- 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 unless a change order as described above has been issued by the Center.

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/>