

**Fire alarm Maintenance, Repair & Testing Services**

**AT THE**

**POTOMAC JOB CORPS CENTER**

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



**March 2018**

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## **Simplified Contract Format**

### **Invitation for Quote – Time & Material NTE Fire Alarm System Maintenance, Repair, and Testing Services Potomac Job Corps Center**

#### **I. SOLICITATION**

This Invitation For Quote is provided for the conduct of **Fire Alarm System Maintenance, Repair, and Testing Services** 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 in Section II - Scope of Work.

The general conditions of the contract for repair services 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 quotes. Amendments shall be sent to everyone to whom invitations have been furnished.

To be considered for award, a Quote must comply in all material respects with the invitation 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; 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](mailto:Phillips.Jennifer@jobcorps.org).

## 2. 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

1. Prior to submitting a quote, it is highly recommended that the prospective offerors visit the site and become thoroughly familiar with all pertinent conditions that are included in this Scope of Work. The prospective offerors must take such steps as may be necessary to ascertain the nature and condition of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so shall not relieve offerors from the responsibility for estimating properly the difficulty or cost of successfully performing the work. Arrangements must be made with the center prior to inspecting the site.
2. **A pre-proposal walk-through will be conducted at the project site with all interested contractors on Friday, March 16 at 12:30 PM. At that time, questions related to the areas of work can be presented and discussed with the center. The contact person at the center is Jennifer Phillips, Buyer, 202-373-3077.**
3. **Quotes shall be submitted by noon on March 26, 2018 – award is scheduled to be made within five days.**
4. 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 construction. All construction 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.

5. Although this Scope of Work identifies specific elements of maintenance, repair & testing, 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 Section V of 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.
6. A meeting shall be held at the center after execution of the agreement and prior to commencement of the work. Those in attendance shall include the Center Director or designated representative, the contractor and major sub-contractors if applicable. The meeting agenda shall include significant items which could affect the progress, removal/replacement schedule, critical sequencing, use of premises, and policies governing interaction with center staff and students.
7. For work scheduling, the contractor shall provide a sequenced schedule to the center as part of the submission. Approval will be made no later than 5 days after he receives a Notice to Proceed (NTP) indicating the areas he desires and the periods of time he requires them vacant in order to perform his work. The sequenced schedule shall be network logic type generated using MS Project, or equivalent, scheduling software.
8. All materials, finishes 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 or surfaces 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 construction, 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/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. The contractor shall maintain a clean and safe work area throughout the period of construction. The contractor shall, at the end of each work day, remove all debris and

hazardous and potentially dangerous materials used in the work. The contractor shall collect construction material and debris frequently and dispose of debris and refuse away from the center in a lawful manner. The contractor shall clean the exterior public areas impacted by construction dust, dirt and debris on a daily basis. The contractor shall be responsible for all fees, permits, etc., required for waste disposal.

12. The contractor shall be responsible for receiving, storing, and securing of all materials, equipment and other items to be used in accomplishing the work. The contractor shall be responsible for all equipment and materials brought onto the center and shall replace damaged or stolen items at its expense.
13. 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
14. Persons violating the above shall be dealt with in an appropriate manner. Personnel shall wear and utilize appropriate PPE at all times while performing work at the Center related to this requirement.
15. The contractor shall be required to be licensed by the appropriate authority in the area to conduct the required contractual work, including hazardous waste removal.
16. The contractor will coordinate with the center for locations of staging areas, and vehicle parking. Electricity will be made available by the center. Connections to existing power shall be by the contractor. Following completion, the contractor shall return the site conditions to their original state.
17. Progress Meetings may be required
18. **Submittal Requirements** - This project will require the following submittals:
  - a) A fixed priced proposal to complete the Preventative Maintenance (PM) portion of the SOW. Prevailing wages under the Davis Bacon Act apply.
  - b) A fixed-rate labor rate must be provided by the bidder for the Time & Material portion of the SOW related to Emergency Repair. Prevailing wages under the Davis Bacon Act apply.
  - c) Mark-up percentage proposed for all replacement parts.
  - d) Project Schedules or timelines for completion.

- e) SF-1413 Davis Bacon Acknowledgement
- f) Credentials & Past Experience with similar projects

### C. Special Conditions

#### **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.

#### **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 within a minimum of 14 calendar 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 within 60 calendar days after written NTP.

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 by the center.

## **II. INSTRUCTIONS - QUOTE SUBMISSION REQUIREMENTS**

All offerors must address the items listed below in their submission in order to be determined technically acceptable. Failure to address these requirements will result in the offeror being deemed unresponsive.

- A. Offers must provide evidence of licenses, certification, and be registered in the District of Columbia to perform the scope of work.
- B. Offerors must not be excluded from competing on government contracts. Verification will be completed through the SAM portal.
- C. Offerors shall submit a proposed price based upon the SOW and Extent of Work outlined in the Schedule.
- D. A proposed schedule to complete all work in accordance with the statement of work must be provided.
- E. The contractor must include with his/her quote, certification of conformance with to the latest Davis-Bacon Wage Rate decisions for the area (SF-1413).
- F. The contractor must include a listing of its credentials for staff assigned to perform the work. The credentials should demonstrate the vendor's ability to successfully perform the Statement of Work.
- G. A minimum 60-day quote guarantee is required.
- H. This project is sales/use tax-exempt.
- I. A warranty for all workmanship.
- J. The contractor shall provide a list of similar projects completed by its firm within the last three years and a list of references, including owners' names, addresses and telephone numbers. All firms submitting proposals for this project shall have no less than three consecutive years of relevant experience.
- K. Contractor shall provide a certificate on insurance naming Exceed Corporation – Potomac Job Corps Center as an additional insured.
- L. Completed pricing sheet containing the fixed labor rate
- M. Proposed material mark-up rate

### **III. SCOPE OF WORK (SOW)**

- A. (Contractor) shall provide fire alarm system maintenance/repair/testing services as described herein to the Potomac Job Corps Center located at the 1 DC Village SW, Washington DC 20032.



B. Contractor shall perform preventive maintenance (PM) of the Fire Alarm Systems integrated into each one of the buildings located on PJCC's Campus. There are presently 22 Integrated Fire Alarm Systems and approximately 8-10 standalone Smoke Detectors in use on the Campus.

C. Preventive Maintenance (PM) inspections and repairs to include, but not limited to, the cleaning of devices and controls, reconditioning worn equipment, adjusting and calibration. This shall be in addition to all functional testing, which shall be incorporated in the PM services. PM is the systematic detection and correction of incipient failures before they occur or before they develop into major defects. The work includes, but is not limited to inspections, cleaning, lubricating, adjusting, testing, repairing, programming, and parts replacement necessary to keep all systems in service.

D. Emergency Repair (ER) is defined as any maintenance required to keep system(s) operational or restore system functionality due to a system failure. This includes parts, replacements, adjustments, and repair with new components. Labor to be provided at preferred hourly rate to be submitted by bidder with proposals. Listed components shall include, but are not limited to the below list of systems and components (see below). The provider will propose a mark-up percentage on all material to be provided. ER shall be provided on the basis of requests and authorizations from designated Potomac Job Corps Center personnel and shall be related to the resolution of specific system malfunctions or deficiencies. Contractor shall perform initial assessment of reported issues and provide a good-faith labor and materials estimate for ER work to be performed based on examination of affected system(s), and shall perform ER work upon authorization by designated Center staff.

#### **IV. LISTED COMPONENTS**

Primarily Honeywell Firelite with other mainstream Alarm Control Panels, Smoke Detectors, Manual Pull Stations, Smoke Dampers, Chimes/Horns, Central Processing Units, Audio/Visual Devices, Flow Switches (Sprinkler & A/C), All Internal Components (Electrical Components), Heat Detectors, Duct Detectors, Bells, Annunciators, Batteries, Relays, Wiring, Circuit Boards, and any other component connected to the system not listed here but required for system operation.

#### **V. 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 - \$250,000 each person; \$500,000 each occurrence and will include coverage for owned, non-owned, and hired vehicles.
- Property Damage Liability - \$250,000 each accident; \$250,000 aggregate
- Workers Compensation and Employer's Liability – Amounts in coverage as required by the State compensation laws or union agreements. Employer's liability at least \$100,000 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.

- Builder's Risk, including Fire and Extended Coverage – 100% of the value of the contract.

## **VI. EVALUATION FACTORS FOR AWARD**

1. EXCEED anticipates the award of a single contract that includes a CLIN for the PM and a CLIN for Time & Material for the ER 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.

## **VII. ACCEPTANCE OF WORK**

### **A. 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.

### **B. 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 of one year. 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.

## **VIII. EXTENT OF WORK**

### **A. GENERAL**

1. Quality Requirements

a. Testing and Inspection

- (1) The contractor is responsible for all inspection and testing.
- (2) 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. Temporary Facilities and Controls

a. Temporary Utility Installation

(1) General

The contractor shall pay all costs associated with the installation and removal of temporary utility service and, maintenance of temporary utility installations.

The contractor shall engage the appropriate subcontractor to install temporary service or connect to existing service.

The contractor shall arrange with the Potomac Job Corps Center for the time when service can be interrupted to make connections for temporary service.

The contractor shall remove each temporary service or facility when the need for its service has ended, when it has been replaced by authorized use of a permanent service or facility, or no later than the date of Substantial Completion. The contractor shall complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary services or facilities. The contractor shall repair all damaged work, clean all exposed surfaces, and replace construction that cannot be satisfactorily repaired.

(2) Electrical Power Service

The use of the Department of Labor's existing electrical service will be permitted, as long as facilities are maintained in an acceptable condition, and that sufficient capacity in the system is available.

3. Adherence to 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 to the functioning of the work to be provided. It is not intended for other deficiencies, not related to the

work identified in Section V of this scope, to be corrected. The contractor shall limit its efforts only to the work identified in this scope of work.

#### 4. Incidental Cutting and Patching

The contractor shall be responsible for all cutting and patching incidental to the work described herein. The contractor shall be responsible for identifying the location of existing utilities and for avoiding damage to same in the completion of this work. The contractor shall promptly repair/replace any damage to structures, elements, utilities, finishes, etc., occurring due to construction, the cost of which shall be borne by the contractor.

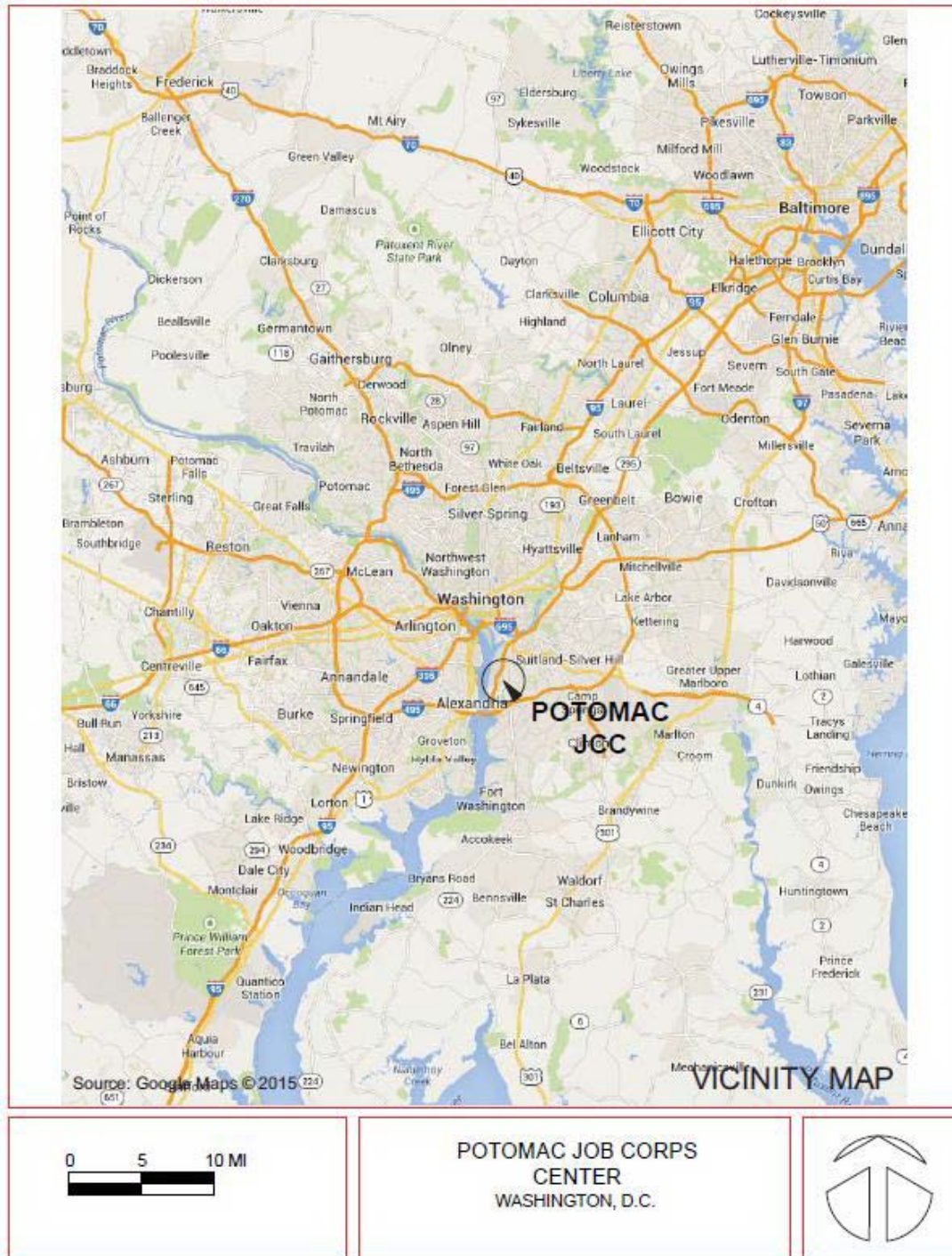
#### 5. Coordination of Work

##### a. Existing Utility Interruptions

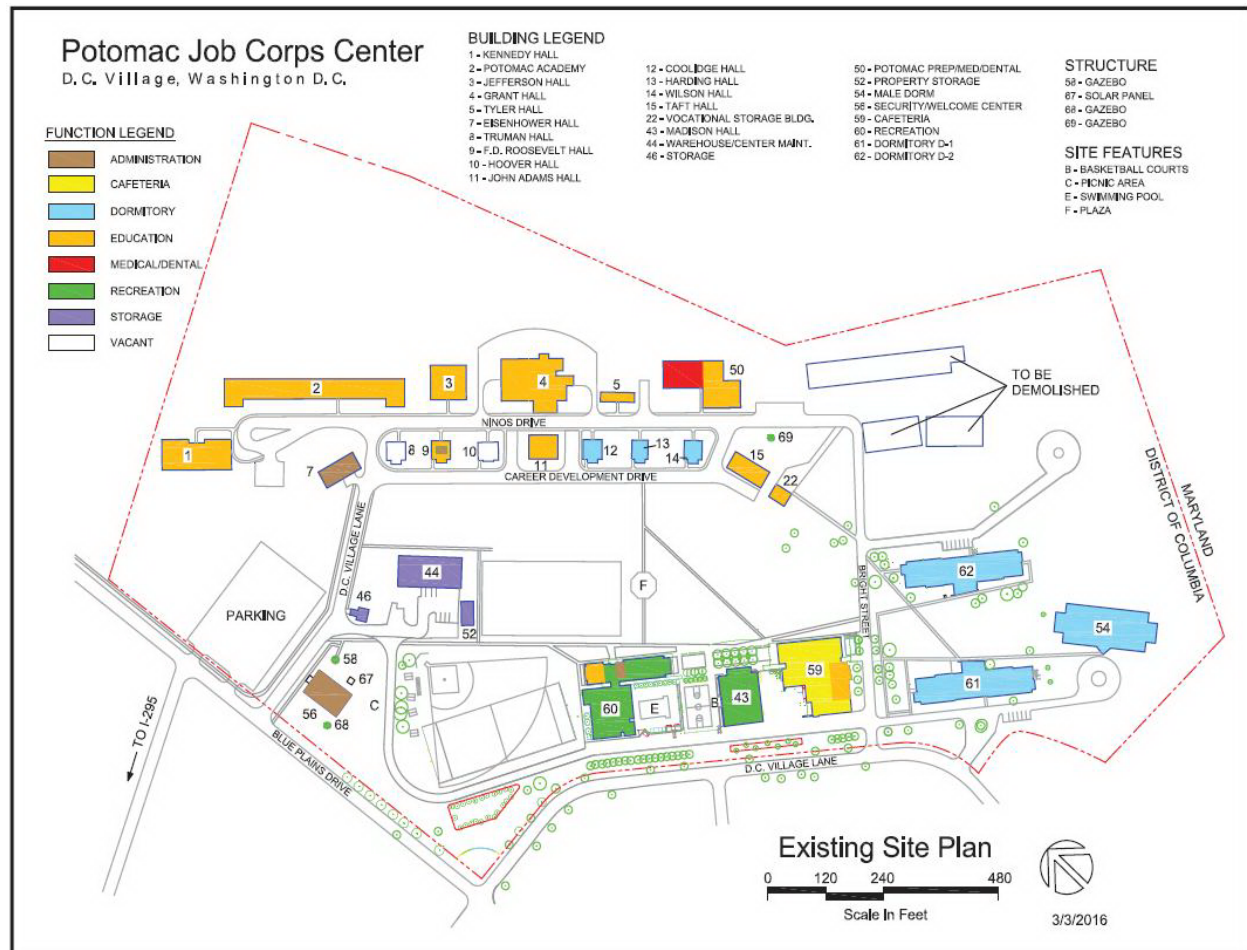
The contractor shall not interrupt any utilities serving the facilities occupied by the Potomac Job Corps Center unless permitted under the following conditions and then only after arranging to provide temporary utility services to maintain facility function:

- (1) Notify the Center Director, or delegated representative, not less than four (4) days in advance of proposed utility interruptions.
- (2) Do not proceed with utility interruptions without Center Director, or delegated representative.

### A. VICINITY MAP



## B. SITE PLAN



## **X. CONSTRUCTION REQUIREMENTS AND SPECIFIC CONDITIONS OF THE AGREEMENT**

### **A. Codes**

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

All construction work shall adhere to the current edition of the National Fire Protection Association (NFPA) Standard No. 101, Life Safety Code. References and standards referenced with NFPA No. 101 are considered part of the Life Safety Code and serve as minimum requirements when applicable. Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (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.

### **B. 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: DC180002 02/09/2018**

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 Buyer and certification that employees are being paid according to payroll records. The Certified Payroll Records shall be submitted to the Buyer using the sample form in Attachment 9.

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 **<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 Buyer may 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.



### **C. 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.

### **D. Indemnification**

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

### **E. Facility Operating Hours**

The center shall remain in operation throughout construction. All construction activity shall be coordinated with the Purchasing Agent in order to minimize disruption to center operations. All



anticipated interruptions to center operations shall have prior approval from the Purchasing Agent at least 36 hours in advance of the interruption.

Contractor access to the work site shall be limited to the period of time 7:00 a.m. to 5:00 p.m., daily. No work will be performed on weekends unless the contractor receives prior approval from the Purchasing Agent.

#### **F. Supervision and Discipline**

The Contractor shall provide a competent job superintendent, job foreman, or lead man who is authorized to act for the contractor and be on site daily to oversee and direct the work. The contractor's employees shall conduct themselves in an orderly manner and adhere to all the center rules and regulations.

The Center and EXCEED reserve the right to direct the removal of any Contractor's employee for conduct in violation of center regulations or conduct which is deemed detrimental to the center operation.

#### **G. Temporary Facilities and Construction Signs**

Mobile storage/office facilities and temporary construction signs shall be at the expense of the contractor. Coordinate with the center for location of a staging area and vehicle parking. Electricity will be made available by the center. Connection to existing power shall be by the contractor at the contractor's expense. Phone/fax/internet connection and service shall be at contractor's expense. Temporary constructions signs shall be for the purpose of directing contractor personnel and construction deliveries to the project site; all construction signs shall be coordinated with and approved by the Purchasing Agent. Provide, operate, and maintain temporary equipment, services, and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at site entrances, at on-site access roads, and parking areas during construction. Remove temporary equipment and facilities when no longer required, restore grounds to original conditions.

#### **H. 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.

#### **I. Application for Payment (Progress Payments to Contractor)**

Submit applications to the center as the work proceeds or at intervals of percentage completion. Progress payments for installation and removal will be made upon acceptance of each phase of the work and shall be made fourteen (14) days of receipt by the center of an acceptable hard copy invoice, to include a certified payroll(s) for requested timeframe, from the contractor. OR Progress payments for construction work-in-place shall be made on a monthly basis upon receipt by the center of an acceptable hard copy invoice, to include a certified payroll(s) for requested timeframe, from the contractor.

### **XI. PERFORMANCE PERIOD**

Inspections and testing should begin within 5 days of contract award and completed within 20 business days.

## **XII. 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/>

### **Attachments 2 - 13:**

The following documents are samples only. You are not required to use these samples. However, by conforming to these formats, you will help expedite resolution of the issues involved.

### **XIII. Attachment 2 – Sample Monthly Progress Statement**

**TO BE TYPED ON CONTRACTOR'S LETTERHEAD**

[DATE]

Ms. Jennifer Phillips  
Purchasing Agent  
Potomac Job Corps Center  
1 DC Village Lane, SW  
Washington, DC 20032

Subject:           **Project Schedule Update**  
                      **Contract #**

Gentlemen:

Attached herewith is our updated construction schedule, as required by the contract to be submitted with each invoice for payment, indicating our scheduled and actual progress.

If you have any questions concerning this, please feel free to contact me

Sincerely,  
[Signature and Name of Contractor]

Attachment

cc: ESC PM

**XIV. Attachment 3 – Sample Request for Payment – Cover Letter**

**TO BE TYPED ON CONTRACTOR'S LETTERHEAD**

[DATE]

Ms. Jennifer Phillips  
Purchasing Agent  
Potomac Job Corps Center  
1 DC Village Lane, SW  
Washington, DC 20032

Subject: Request for Payment No. \_\_\_\_ [Partial] or [Final]  
Contract No.

Dear Ms Phillips:

[Partial] [Final] payment is requested on the subject contract in the amount of  
\_\_\_\_\_ Dollars [\$\_\_\_\_\_].

Justification for the payment and a summary of the present status of the account  
is attached.

Please make checks payable to:

Sincerely,

[Signature and Name of Contractor]

## XV. Attachment 4 – Sample Application & Certification for Payment

APPLICATION & CERTIFICATE FOR PAYMENT																																																				
<b>TO OWNER:</b> Trump Corp 123 Broadway New York, NY 12345	<b>PROJECT:</b> Olympic World Project 345 Site Street WorkSmart, CA 12345	<b>APPLICATION NUMBER:</b> 4  <b>PERIOD TO:</b> Mar 30, 2009  <b>PROJECT NUMBER:</b> 12345  <b>CONTRACT WORK:</b> Consulting & Site Prep  <b>WORK CATEGORY NO:</b> 200812																																																		
<b>DISTRIBUTION:</b> CONTRACTOR ◀ ARCHITECT ◀ File ◀																																																				
<b>FROM CONTRACTOR:</b> Professional Contracting Inc. 1000 Pro Boulevard Anytown, USA 10001	<b>ARCHITECT:</b> Cueter, Wright & Libskind 999 Upright Road San Arch, CA 54321	<small>Created using the unlicensed version of Paymee.</small>																																																		
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Form 702G

Created using Paymee for Excel. [www.Paymee.com](http://www.Paymee.com)

## XVI. Attachment 5 – Sample Payment Application Detail

PAYMENT APPLICATION DETAIL									
FROM: Professional Contracting Inc. WORK: 200812 - Consulting & Site Prep			PROJECT: Olympic World Project NO: 12345						
			APPLICATION NO: 4 FOR PERIOD ENDING: Mar 30, 2008						
WORK CATEGORY			COMPLETED WORK						RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total		BALANCE TO FINISH	Value (15%/10%)
A	B	C	D = Prev. (D+E)	Work In Place	Stored Mat.	G = D+E+F	L = G/C	H = C-G	I
Created using Paymee for Excel. Visit <a href="http://www.Paymee.com">www.Paymee.com</a> for more information.									
► Project Consulting Services									
10	Feasibility Study	80,000	74,000	6,000		80,000	100%	-	12,000
20	Site Analysis & testing	20,000	10,000	-	4,000	14,000	70%	6,000	1,900
30	Shop Drawings	40,000	22,500	9,500		32,000	80%	8,000	4,800
40	Project Website Development	60,000	21,000	12,000		33,000	55%	27,000	4,950
40	Accountant Staff for Phase 1	25,000	10,000	6,250		16,250	65%	8,750	2,438
50	Approvals & related processing	35,000	10,500	5,250		15,750	45%	19,250	2,363
► Preliminary Site Work									
40	Site Clearance & demo	50,000	12,500	5,000		17,500	35%	32,500	2,625
60	Concrete & Marble	150,000	-	-	37,500	37,500	25%	112,500	3,750
► EXTRA WORK SECTION 1									
A01	Additional Board Approvals	40,000	32,000	2,000		34,000	85%	6,000	5,100
A02	Upgrade to USA suppliers	20,000	10,000	10,000		20,000	100%	-	3,000
D03	Delete Gold Finishes	(30,000)	(30,000)	-		(30,000)	100%	-	(4,500)
Total Base Contract Work:		460,000	160,500	44,000	41,500	246,000	53%	214,000	34,825
Total Extra Work		30,000	12,000	12,000	-	24,000	93%	6,000	3,600
GRAND TOTAL:		490,000	172,500	56,000	41,500	270,000	55%	220,000	38,425





## Sample Davis Bacon Weekly Payroll, continued

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

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

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ that during the payroll period commencing on the  
(Building or Work)

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

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. 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
THE WELFARE, 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.	

## **XVIII.Attachment 7 – Sample – Letter for Notice of Substantial Completion**

### **TO BE TYPED ON CONTRACTOR'S LETTERHEAD**

[DATE]

Ms. Jennifer Phillips  
Purchasing Agent  
Potomac Job Corps Center  
1 DC Village Lane, SW  
Washington, DC 20032

Subject:     **Notice of Substantial Completion**  
              Contract No.  
              Potomac Job Corps Center

Dear Ms. Phillips:

This letter is to inform you that the work on the subject is scheduled to be substantially complete within 10 work days.

Binders containing all permits obtained for the project, all testing results, the Contractor's Daily Construction Reports, Operation and Maintenance manuals, Warranties (the date of Substantial Completion to be filled in upon the center's certification), and the warranty spreadsheet, have been turned over to center staff (see attached receipt) for the center's review and approval.

Training of center staff on the operation and maintenance of the equipment and systems has been tentatively scheduled for next week on (\_\_\_\_\_) starting at (\_\_\_\_\_). Videotaping arrangements have been tentatively scheduled for this time. Please confirm the center agrees that training may commence on this date.

In addition, we will submit to you shortly our list of outstanding items to be completed for your review; and upon receipt, we respectfully request the center conduct its own walk-through of the project to confirm our punch list and to add any items you observe need to be completed.

If you have any questions, please contact me at any time.

Sincerely,

[Signature and Name of Contractor]

cc: ESC PM

**XIX. Attachment 8 – Sample Letter for Proposed Change Order**

**TO BE TYPED ON CONTRACTOR'S LETTERHEAD**

[DATE]

Ms. Jennifer Phillips  
Purchasing Agent  
Potomac Job Corps Center  
1 DC Village Lane, SW  
Washington, DC 20032

Subject: Proposed Change Order  
Contract No.

Dear Ms. Phillips:

We submit herewith our proposal in the amount of \$\_\_\_\_\_, as an addition to our contract price to \_\_\_\_\_.

An itemized breakdown of all labor and materials is included for your review. Additionally, the contract period of performance will have to be extended by \_\_\_\_\_ days to accomplish this additional work.

Looking forward to hearing from you on this.

Sincerely,

[Signature and Name of Contractor]

Attachment

\_\_\_\_\_  
APPROVED/DISAPPROVED

\_\_\_\_\_  
Engineering Support Contractor (ESC) Signature

\_\_\_\_\_  
Date

**XX. Attachment 9 – Sample Notice of Final Completion**

**TO BE TYPED ON CONTRACTOR'S LETTERHEAD**

[DATE]

Ms. Jennifer Phillips  
Purchasing Agent  
Potomac Job Corps Center  
1 DC Village Lane, SW  
Washington, DC 20032

Subject: **Notice of Final Completion**  
Contract No.

Dear Ms Phillips:

This letter is to inform you that we have completed all outstanding work as listed on the attachment to the Certificate of Substantial Completion, and all work within our contract. We respectfully request a walk-thru inspection of the project by the prior to the project closeout.

If you have any questions concerning this, please feel free to contact me.

Sincerely,

[Signature and Name of Contractor]

cc: ESC PM

## XXI. Attachment 10 – Contractor's Release of Claims

<b>U.S. DEPARTMENT OF LABOR * Employment and Training Administration</b>
<b>CONTRACTOR'S RELEASE</b>
Instructions to Contractor: Submit original and 2 copies all with original signatures
<p>Pursuant to the terms of Contract No. _____ and in consideration of the sum of (Total of amounts paid and payable) _____ Dollars (\$ _____) which has been or is to be paid under the said contract to (Contractor's Name and Address)</p> <p>hereinafter called the Contractor or to its assignees, if any, the Contractor upon payment of the said sum by the UNITED STATES OF AMERICA hereinafter called the Government, does remise, release, and discharge the Government, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:</p> <p>1. Specified claims in stated amounts or in estimated amounts where amounts are not susceptible of exact statement by the Contractor, as follows (if none, so state):</p>    <p>2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said Contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in said Contract.</p> <p>3. Claims arising from audits.</p> <p>IN WITNESS WHEREOF, this release has been executed this _____ day of _____</p> <p>(Contractor or Corporate Name) _____</p> <p>(By) _____ (Title) _____</p> <p>WITNESSES</p>

NOTE: In case of a corporation, witnesses are not required, but the certificate below must be completed

<b>CERTIFICATE</b>
<p>I, _____ CERTIFY that I am the (Official Title) _____ of the corporation named as Contractor in the foregoing release, that _____ who signed said release on behalf of the Contractor was then (Official Title) _____ of said Corporation: that said release was duly signed for and in behalf of said Corporation by authority of its governing body and is within the Scope of its corporate powers.</p> <p>(CORPORATE SEAL) _____</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">_____</p>

Replaces AIA 719 (Jan. 1967, which is obsolete)

ETA 3-24 (8/76)

## XXII. Attachment 11 – Sample Certificate of Payment to Subcontractors and Suppliers

### TO BE TYPED ON CONTRACTOR'S LETTERHEAD

[DATE]

Ms. Jennifer Phillips  
Purchasing Agent  
Potomac Job Corps Center  
1 DC Village Lane, SW  
Washington, DC 20032

Dear Ms. Phillips:

WHEREAS, the undersigned, [Name of Subcontractor], has been employed by [Name of Contractor], to furnish the following labor and/or materials, to wit: [Insert appropriate information], for the premises known as the [Name of] Job Corps Center, located in [City and State].

NOW, THEREFORE, the undersigned, for and in consideration of the sum of [Written Amount] Dollars [\$ \_\_\_\_\_], and other good and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release any and all lien or claim of right to lien under statutes of the State of \_\_\_\_\_ relating to mechanics' liens, with respect to and on the above-described premises, and the improvements thereon, and on the material, fixtures, apparatus, or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or on account of the said contractor or said owner, for the above-described premises.

Dated this [day] day of [Month, Year]

By:

[Subcontractor's Signature]  
[Typed Name and Title]

Notary Public

### **XXIII.Attachment 12 – Consent for Surety Payment**

#### **TO BE TYPED ON CONTRACTOR'S LETTERHEAD**

[DATE]

Ms. Jennifer Phillips  
Purchasing Agent  
Potomac Job Corps Center  
1 DC Village Lane, SW  
Washington, DC 20032

Dear Ms. Phillips:

In accordance with the provisions of the Construction Contract between the [Name and Address of Contractor], the [Name and Address of Surety], on bond for the Construction Contractor as indicated above, hereby approves of the final payment to the Construction Contractor, and agrees that final payment to the Construction Contractor shall not relieve the Surety Company of any of its obligations to Exceed Corp DBA, Potomac Job Corps Center, as set forth in said Surety Company's bond.

[Company Name]  
[Signature of Authorized Representative]  
[Title]  
[Date]  
[Corporate Seal, when applicable]

#### **XXIV. Attachment 13 – Consent for CONTRACT COMPLETION**

The undersigned, if awarded a contract for all or part of the work, agrees to place orders promptly for all materials required for the work; to prosecute the work diligently to the full extent allowed by conditions within his control; and to complete the work of the contract within 60 consecutive calendar days after written Notice to Proceed.

Witness

Respectfully submitted,

(Seal if Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

Contractor License No. \_\_\_\_\_

Taxpayer Identification No.(TIN) \_\_\_\_\_

Business Address \_\_\_\_\_