



**Request for Quotes**  
**Cafeteria Building Repair Project**  
**MAY 2023**

Agency: Muhlenberg Job Corps Center  
3875 State Route, Highway 181, North  
Greenville, KY 42345

**This is a Subcontracting Opportunity**

**I. SOLICITATION**

This Request for Bid is provided for the **Cafeteria Building Repair Project** located on the center as set forth below in the SOW for the Muhlenberg Job Corps Center operated by Insights Training Group, LLC under Contract number **1605JE22C0007** with the United States Department of Labor. The extent of the work is described below.

The general conditions of the contract for this project shall be consistent with the Federal Acquisition Regulation (FAR) except as modified or amended herein. A copy of the FAR can be obtained on-line at <http://farsite.hill.af.mil/vmfara.htm>.

If it becomes necessary to make changes in quantity, specifications, delivery schedules, etc., or to correct a defective or ambiguous invitation, such changes shall be accomplished by amendment of the solicitation. Amendments shall be sent to everyone to whom invitations have been furnished.

To be considered for award, a Quote must comply in all material respects with the Request for Quotes. Such compliance enables bidders to stand on an equal footing. Bidders who do not provide the requested responses will be considered non-responsive.

Quotes should be filled out, executed, and submitted in accordance with the instructions in the invitation. If a bidder uses its own bid form(s) or a letter to submit a Quote, the Quote will be considered only if --

- (1) The bidder accepts all the terms and conditions of the invitation to quote; and
- (2) Award on the Quote would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the invitation.

Quotes submitted by electronic commerce shall be considered, provided they are timely. Electronic Quotes must reference the solicitation and be sent to [Rolley.Corey@jobcorps.org](mailto:Rolley.Corey@jobcorps.org).

**1. REPRESENTATION**

**A. Codes**

1. The contractor shall research, and be responsible for obtaining, all regulatory, permitting, and licensing requirements.
2. All conflicts and requests for interpretation or clarification shall be submitted to the Muhlenberg Job Corps Center Director.
3. The contractor will conform to most current edition of the life safety code NFPA-101. The contractor's responsibility for safety related requirements extends to all impacted areas and access ways affected by the work.
4. 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) (40CFR761), and the Occupational Safety and Health Administration (OSHA) (29CFR1926). The regulations of the State of Kentucky shall prevail, if they are more stringent than those of the Federal Government. Deviations and interpretations shall be subject to the approval of the Muhlenberg Job Corps Center Director and the Department of Labor.
5. The Muhlenberg Job Corps Center is a leased facility. All required permits and coordination with the Kentucky Department of Housing, Buildings & Construction is the Contractor's responsibility prior to the start of the work. The Contractor shall be responsible for obtaining all regulatory permits and licensing requirements required to perform this work in the city of Greenville, KY and Muhlenberg County.
6. The contractor shall not submit plans or specifications to any local authority without the prior approval of the Muhlenberg Job Corps Center Director or designated representative.

## B. Specific Requirements

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.

**Muhlenberg Job Corps Center's Point of Contact for this Project is Corey Rolley, MJCC's Purchasing Agent. He can be contacted at 270-377-3253 or by email at Rolley.Corey@jobcorps.org**

- 1. A pre-bid site visit will be held on Wednesday 6/7/23 at 10:00 AM Central Time for interested bidders.**
- 2. Bidders, if applicable, will be responsible for submitting any questions to the Buyer in writing by 5 BUSINESS DAYS AFTER PRE-BID SITE VISIT. 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 abide by under the scope of work described in these specifications completely.
- 3. Quotes must be submitted by 5 days after the receipt of follow-up answers to vendor questions.**
- 4. Once awarded, Contractor must be able to start work within (14) business days or the agreed upon date by the project manager.**
5. Any proposed interruption to center operations must have prior approval from the Center Director after a minimum of 72 hour notice. The center and its buildings shall remain in operation throughout the project. All project activity and contractor access to the building interiors shall be coordinated with the center in order to minimize disruption of center operations. No work will be performed on weekends unless the contractor receives prior approval in writing from the Center Director.
6. It is the contractor's responsibility to provide any and all elements which are incidental to the functioning of the work to be provided. It is not intended that other deficiencies that are not related to the work identified in this Scope be corrected. The contractor shall limit its efforts only to the work that has been identified (including affected areas) in this Scope of Work.
7. For work scheduling, the contractor shall provide a proposed sequenced schedule to the center as part of the proposal submission, and provided to the Center Director at the pre-construction meeting for prior approval.
8. All materials and hardware shall be selected for their ease of maintenance, high durability, and local availability; and shall be coordinated with those currently used by the center. Restoration of damaged elements shall be promptly executed in like materials, as a part of this contract.
9. The contractor shall be responsible for all cutting and patching incidental to the work described herein. The contractor shall promptly repair/replace any damage to structures, elements, utilities, finishes, etc., occurring due to work incorporated in this SOW, as a part of this contract.
10. The contractor shall ensure the security of operations and storage areas to preclude all breaches of security including, but not limited to vandalism and/or theft that can impact the timely and successful completion of the work. While existing center operations will be continuing during the course of the project, the contractor shall not rely on any aspect of center security to guard aspects of his operations. At no time during this project duration, up to and including the acceptance of the substantial completion walk-through, will the Muhlenberg Center accept requests for additional security measures. Insights Training Group, LLC and the 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. Insights Training Group, LLC and the Department of Labor shall not in any way be liable or responsible for damage or loss to work due to trespass or theft.
11. Contractor will be financially liable for all damages and/or service interruptions resulting from work being performed by Contractors employees. Muhlenberg 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 Muhlenberg Job Corps Center Director, or designated representative.

12. The contractor shall maintain a clean and safe work area throughout the period of performance. The contractor shall, at the end of each work day, remove and secure all debris, tools, equipment and materials used. The contractor shall collect used or excess chemicals frequently and dispose of chemicals and refuse away from the center in a lawful manner. The contractor shall be responsible for all fees, permits, etc., required for waste disposal for the duration of this contract. If Contractor fails to comply with the daily removal of debris, trash, chemicals, etc. as required, Muhlenberg may remove and charge the Contractor the entire cost. Contractor shall not utilize Muhlenberg trash receptacles for debris, trash or chemicals. The contractor will prevent the spread of dust to neighboring sites and properties and avoid the creation of a nuisance or hazard in the surrounding area.
13. The contractor shall be responsible for receiving, storing, and securing of all materials, chemicals, equipment and other items to be used in accomplishing the work. Contractor's supplies and equipment may not be stored on the center unless expressly permitted by Muhlenberg Job Corps Maintenance Manager. The contractor shall be responsible for all equipment, chemicals and materials brought onto the center to support this SOW, and shall replace lost, damaged or stolen items at its own expense.
14. Although this Scope of Work identifies specific elements of construction, 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 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.
15. Existing "As-Built" Construction Documents are not available. The contractor will be responsible for verification of all dimensions, layout, and conditions in and around the construction area involved. The contractor shall inform the center immediately of any unforeseen conditions which may affect the work.
16. A pre-construction meeting is required. The meeting will include coordination with the center, project procedure, staging, sequencing, lines of communication, project deliverables, responsibilities, safety and quality requirements, and other relevant topics. The pre-construction meeting shall be held at the Center after execution of the agreement and prior to commencement of the work. Those in attendance may include the ESC PM, the Center Director or designated representative, the contractor and sub-contractors.
17. For work scheduling, the contractor shall provide a sequenced construction schedule to the center for approval no later than 10 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.
18. 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
19. Persons violating the above shall be dealt with in an appropriate manner.
20. All materials and finishes 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.
21. 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 fire suppression for avoiding damage to same in the completion of this work. The Contractor shall promptly repair/replace any damage to structures, elements, utilities, fire suppression, finishes, etc., occurring due to construction, the cost of which shall be covered and paid by the contractor.

22. Although this scope of work identifies specific elements of construction, it is the contractor 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.
23. The contractor shall not interrupt any utilities serving the facilities occupied by the center unless permitted under the following conditions and then only after arranging to provide temporary utility services to maintain facility function:
  - a) Notify the Center Director, or delegated representative, not less than four (4) days in advance of proposed utility interruptions
  - b) Do not proceed with utility interruptions without written permission from the Center Director.
24. 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 demolition 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.
25. 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.
26. Offerors licensed in KY are welcomed and preferred. Licensure must be valid and current as of the time of proposal submission and for the expected duration of the task. Bidders must provide documentation validating these licensure requirements with their proposal packages.
27. The contractor is responsible for complying with the jurisdiction having authority, drawings and specifications prescribed inspection & testing and any manufacturer prescribed inspection & testing.
28. The contractor will coordinate with the Center for location of equipment and material staging areas, and for vehicle parking. Following completion, the contractor shall return the site conditions to their original state.
29. Electricity will be made available by the Center to the extent practical based on proximity to buildings and suitable electrical power connections. Connections to Center electrical power shall be by the contractor. If the Contractor requires electrical power outside of a reasonable distance from an existing building power connection, they must provide it via generator or other Contractor-supplied means.
30. MJCC 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 MJCC.
31. Contractor's employees must be dressed in uniform clearly identifying them as the Contractor's employee and according to safety regulations at all times during the performance of this contract. Uniform exceptions may be presented to the Center Buyer for consideration and approval.
32. Contract Type – Fixed Price quote for **Cafeteria Building Repair Project**. Prevailing wages under the CWRR Contract Wage Rate apply.

### C. Special Conditions

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

Prior to performing any work at or on an existing center, the contractor shall tour that element with the designated representative of the center for the purpose of defining the limits of the work area and establishing existing conditions. Once the center and contractor agree on the "As Is" condition the contractor may take possession of that element for the purpose of performing the work. The Offeror shall protect all existing items within the work limits which are not specifically part of the work in the Contract and, at the completion of his work shall restore as necessary the work area to the "As Is" condition agreed

to with the center prior to commencement of the work. If there is concern that the work area contains damaged elements that might appear as damage caused by the prosecution of the work, the contractor shall document the damage through memo or video tape the work area and provide a copy to the center prior to commencing any work. The center may make its own video of conditions, if desired.

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

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

### **D. Schedules and Delays**

The contractor shall, upon acceptance of award, perform the work in accordance with the Scope of Work, and **start work on a date and time as set forth in the SOW within 14 business days**. A finalized schedule will be submitted and accepted prior to the issue of the Notice to Proceed (NTP) by the center. **All work, including punch list items, shall be completed and accepted within 120 calendar days from issuance of the NTP (Notice to Proceed).**

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

## **II. INSTRUCTIONS – BID SUBMISSION REQUIREMENTS**

All 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.

1. Offerors must provide evidence of licenses and certifications to perform the scope of work.
2. Offerors must not be excluded from competing on government contracts. Verification will be completed through the SAM portal.
3. Offerors shall submit a fixed price quote based upon the SOW and Extent of Work outlined in the Schedule. Labor and materials cost must be detailed in the response.
4. A proposed schedule to complete all work in accordance with the statement of work must be provided.
5. The contractor must include with his/her quote, conformance to the latest CWRP Contract Wage Rate decisions for the **State of Kentucky** through the SF-1413 submission.
6. A minimum 60-day bid guarantee is required
7. 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 SOW.
8. The contractor shall provide a list of similar projects completed by its firm within the last five years and a list of references, including owners' names, addresses, email and telephone numbers. All firms submitting quotes for this project shall have no less than five consecutive years of relevant experience.
9. This project is sales/use tax-exempt.
10. Offerors must provide a warranty covering all materials, workmanship, and labor. Warranty period must be consistent with industry standards and norms.
11. Contractor shall provide a certificate of insurance naming Insights Training Group, LLC – Muhlenberg Job Corps Center as an additional insured, per Section IV - insurance requirements.
12. Contractor must accept purchase orders with net terms.
13. Contractor must provide a completed New Vendor Profile (Sample in Attachments) & W-9

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

#### Scope of Work

**The walkthrough is mandatory in order to get an idea of the entire scope of this project. Walkthrough is Wednesday 6/7/23 at 10:00 AM Central Time.**

#### **A. GENERAL**

1. Cafeteria Building 1412 is a one-story building constructed in 1974. The HVAC RTU caused the fire above the kitchen area.
2. The building hasn't been used since the fire. The Contractor is responsible to get the building operational and suitable for students and staff use again.
3. See below building layout for specific work locations.

#### **B. DESCRIPTION OF WORK**

##### 1. Architectural

##### a. Demolition

- 1) Remove the existing suspended ceiling system, approximately 600 square feet, including but not limited to grid, ceiling tile, hangars and supports, lay-in light fixtures, supply and return diffusers, etc., and legally dispose offsite.
- 2) Remove and legally dispose of all existing debris located within the Food Preparation area.

##### b. New Work

- 1) Provide and install a new 60 mil. Single-ply Ethylene Propylene Diene Monomer (EPDM) roof membrane and fully adhere to 3/4 inch plywood decking with water-based bonding, approximately 615 square feet.
- 2) For bidding purposes, assume that 300 square feet of the 3/4 plywood to be replaced as needed.
- 3) Procure and install 615 square feet of R-38 fiberglass batt insulation (with vapor barrier) at the bottom side of the decking.
- 4) For bidding purposes, replace 300 square foot of recovery board and tapered insulation.
- 5) Provide and install new metal flashings, flashing boots at all new and existing roof-mounted units and penetrations located on the new roof installation. Refer to Mechanical for roof-top unit locations.
- 6) Provide and install a new Class A suspended acoustical ceiling tile system for kitchen/food preparation (24 in x 48 in x 5/8 in), including, but not limited to a ceiling grid system, grease resistant, washable acoustical tiles, hanger support system, etc., totaling approximately 615 square feet.
- 7) For bidding purposes, use equal or higher quality of the following manufactures:
  - a) Armstrong,
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  - b) Certain Teed,
  - c) USG
  - d) Or equal
- 8) Patch and repair the existing walls and prepare surfaces for painting. For bidding purposes, assume 300 square feet of patching.

9) Paint walls with one (1) coat of low VOC primer and two (2) coats of low VOC semi-gloss enamel. Seal all existing walls with a commercial grade sealer prior to priming and painting. The paint color is to be selected from the manufacturer's standard paint colors. Finish and repair flush with adjacent surfaces.

10) For bidding purposes: Seal, prime, and paint walls totaling approx. 750 square feet. Repair quarry tile wall base, approximately 49 linear feet. Prime and paint the dining room area totaling approx. 2000 square feet.

11) Contractor is responsible for protecting the existing equipment from damage during construction.

12) Contractor to professionally deep clean and disinfect all new and existing equipment and surfaces located in the Food Preparation, Serving, and Dining area. Contractor to deep clean and disinfect the floors and walls in food preparation and dining area.

## 2. Structural

a. The Cafeteria Structural Repair drawings are located here:

<http://www.solicitationattachments.com/muhlenbergcafeteria> and include all repairs as required by the drawings. Contractor shall follow all instructions in the drawings.

b. Work includes, but is not limited to:

1) Demo 3 zee girt, 2 duct opening frames, and girt bracings.

2) Provide and install 3 new 8x3x14GA Zee girt in the middle span, column to column line.

3) Provide and install 2 new 8x3x14GA Zee girt frames for two duct openings.

4) Provide and install new girt bracing around all new Zee girts.

5) Replace existing zee girt bridging and remove for repairs. Match exiting size and location.

## 3. Mechanical

a. Remove and legally dispose of the existing fire damaged roof top HVAC unit and its refrigerant above the food preparation area.

b. Provide and install a new 5-ton, gas fired 72 MBH input with supplemental electric heating HVAC packaged unit above the food preparation area.

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c. Acceptable new HVAC unit manufacturers are: Trane, York, Carrier, Goodman, Daiken, Rheem.

d. Remove and legally dispose of the roof top HVAC unit and its refrigerant above the dining area.

e. Provide and install a new 5-ton, gas fired 72 MBH input with supplemental electric heating HVAC packaged unit above the dining area.

f. Provide new roof curb gas and electrical connections and controls for both new units.

g. Replace the interior ductwork distribution system (supply and return ductwork with new fiberglass 1-inch-thick insulation) including volume dampers, diffusers, and registers in the Food Preparation Area. For bidding purposes, assume 50 feet of 20 inches x 20 inches rectangular duct including transitions to lower size.

h. Provide new HVAC automatic temperature controls (ATC), programmable thermostat for both new units and smoke detectors on the return air ductwork.

i. Provide and install new condensate drainage piping and air gap to the existing roof drain for both new units.

j. The kitchen exhaust hood fan, make up air unit, kitchen hood Ansul fire suppression system and all controls for HVAC and fire systems shall be verified for service by certified HVAC and certified fire suppression (Ansul) system personnel, respectively.

k. Remove existing and provide and install new supply air grilles and return air registers in the Food Preparation room. All supply grilles shall be, 12 inch by 12 inch rectangular, 4-way fixed type with insulated backs. For bidding purposes, assume 8 grills.

l. Rooftop gas piping: Scrape, prime, and paint all existing gas distribution piping.

m. Provide inspection, testing and startup of all building HVAC systems for proper operation and sequence of operations for heating/cooling and ventilation modes.

n. The Contractor shall provide a report of the findings and the apparent deficiencies impacting operations of the system within 14 days after Notice-To-Proceed.

o. Ensure the entire building has a slightly positive air pressure during occupied operation.

#### 4. Electrical

a. The Contractor shall thoroughly investigate in field to accurately assess the extent of damages that may include fire alarm appliances (pull station, horn/strobe, smoke and/or heat detectors), recessed 2x4 fluorescent lights, exit and emergency lights, branch circuit wiring conduits (EMT and MC cables), boxes and devices and replace them if required.

b. The work and materials described below are for bidding purposes only.

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c. All electrical work shall be performed by the licensed electrician in accordance with NEC 2023 and all locals' applicable codes.

d. All fire alarm work shall be performed by the licensed fire alarm contractor in accordance with fire code NFPA 72, 2022.

e. Remove and replace all damaged branch circuit wiring conduits, boxes and devices in the Food Preparation area above the dropped ceiling.

f. Remove and replace seven recessed-mounted, 2x4, 3-lamp fluorescent fixtures. Remove and replace the exit sign and self-contained dual head lamps emergency.

g. All new lighting shall be LED, the exit sign and emergency lights shall have 90 minutes battery pack. The replacement and installation of new exit sign and emergency lights shall be in accordance with Life Safety Code NFPA 101, 2021.

h. Remove and replace approximately 200 linear feet (LF) of ½" and 1" EMT conduits. Provide and installed approximately 400 linear LF of #12 THHN and #3 THHN conductors.

i. Remove the damaged disconnect switch associated with the burn out roof top unit. Remove the branch circuit wiring conduit back to the originate source.

j. Coordinate with mechanical trade to identify all power requirements for the new mechanical equipment and provide appropriate disconnect switch and branch circuit in conduit to the equipment in accordance with NEC code requirements and manufacturer's recommendations.

k. All outdoor electrical equipment shall be in NEMA-3 enclosure and wiring shall be in LFNC conduit.

l. Remove the damaged pull station, smoke detector and/or heat detector and associates fire alarm cables.

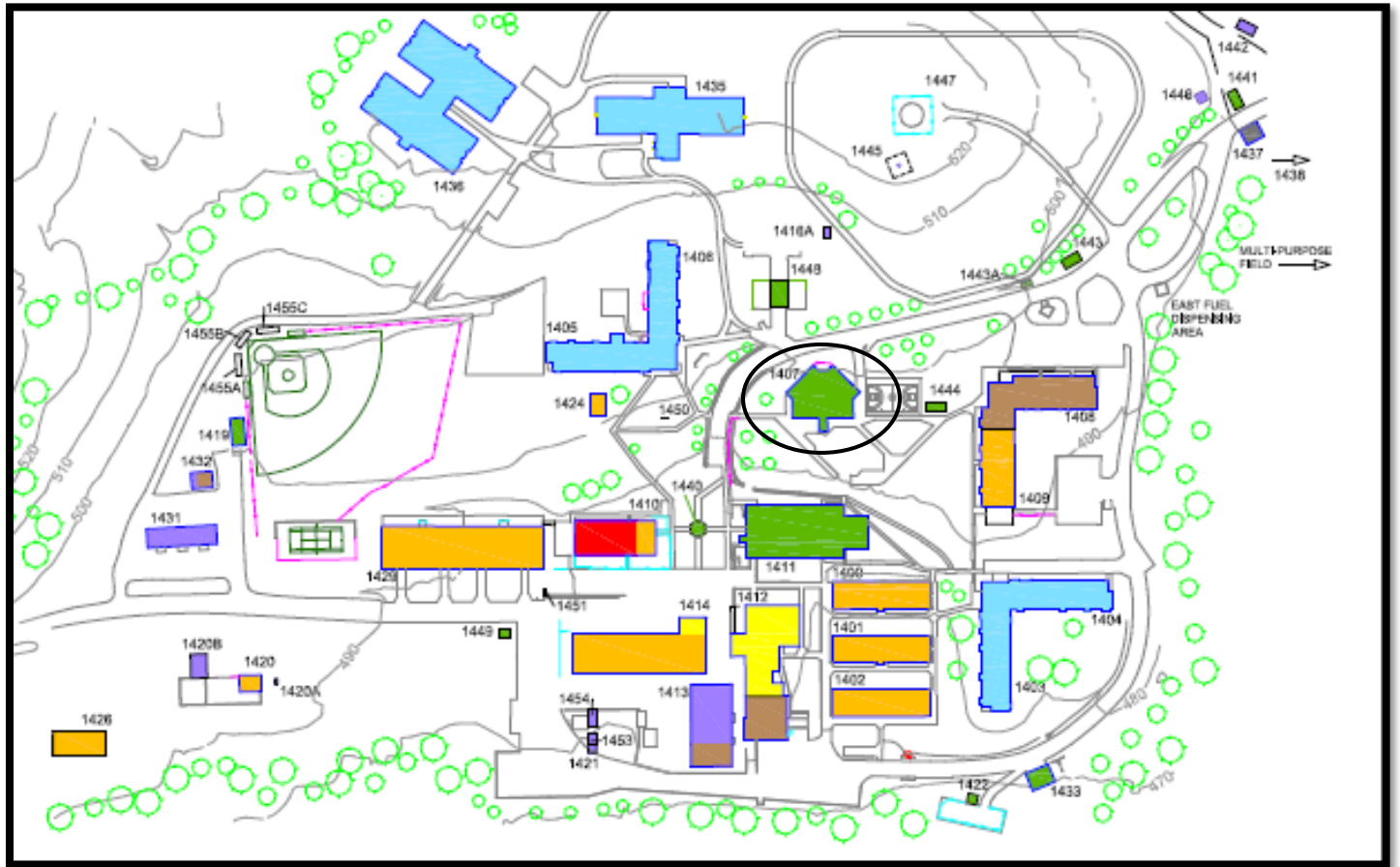
m. Provide and install a new pull station and smoke/heat detectors. Provide and install approximately 200 LF of fire alarm cable in ½" EMT conduit.

n. Reconnect the new fire alarm devices to the building's existing fire alarm control panel located to the adjacent mechanical/electrical room.

o. The new devices and existing fire alarm panel shall be installed and tested in accordance with NFPA 72.

p. The kitchen hood shall be connected to the fire alarm panel. Contractor must provide a warranty period for the work/system installed.





#### **IV. 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; \$500,000 aggregate
- Workers Compensation and Employer's Liability – Amounts in coverage as required by the **State of Kentucky** compensation laws or union agreements. Employer's liability at least \$500,000 each accident. Amount shall remain in effect for a minimum of one year from the time of substantial completion, but in no event less than the time required to complete all warranty work.
- Umbrella Liability – \$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 MJCC at least (30) thirty days' prior written notice of cancellation or termination of coverage.

#### **V. EVALUATION FACTORS FOR AWARD:**

1. Insights Training Group, LLC anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposal meets the needs of the solicitation, adequacy and availability of candidates, credentials and related experience, and is determined to be the lowest price.
2. Invitations may be cancelled and all quotes rejected before award when:
  - All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the contracting officer cannot determine the reasonableness of the bid price;
  - The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith (see Subpart 3.3 for reports to be made to the Department of Justice);
  - No responsive bid has been received from a responsible bidder;
  - For other reasons, cancellation is clearly in the company's best interest.

#### **VI. ACCEPTANCE OF WORK:**

##### **1. SUBSTANTIAL COMPLETION**

Substantial completion of the work is defined herein as the point at which the work is complete in all respects except for a few minor items which are to be listed on the contractor's punch list. With the issuance of a substantial completion certificate executed by the center and the contractor, the center will occupy/take possession of the work and regain full operation of the buildings. 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 and shall submit the substantial completion documents which include but are not limited to:

- a) Inspection Reports
- b) Copies of all approved product data and shop drawings
- c) Operation and Maintenance manuals
- d) Contractor's Substantial Completion punch-list, and Warranties

2. The contractor shall notify the center in writing at least seven 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 an approved substantial completion punch list, correct his work as required within 30 days or until acceptable to the center. The substantial completion walk-through shall be performed by the Center Director and/or the designated representative.
3. The date of the center's acknowledgment of substantial completion shall establish the date of commencement of the contractor's one (1) year guarantee of workmanship and the manufacturer's product and system warranties.

4. Manufacturer's warranty shall include the following information:

- a) Center Name / Building name(s)
- b) Date of Substantial Completion (warranty commencement date)
- c) Date Warranty Expires
- d) Description of Warranty Services

5. FINAL INSPECTION

The contractor shall inform the center and submit the Notice of Final Completion 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 at least one year. Prior to final payment, the contractor shall submit:

- a) Consent of Surety of final payment.
- b) Release of liens from contractor, all subcontractors, and material suppliers associated with this project.
- c) Contractor and subcontractors 1 year material and workmanship warranties
- d) Manufacturer's 20-year NDL warranty
- e) Center acknowledge receipt of approved material submittals, Operating Maintenance manuals and any as-built documents and duly performed training of personnel.

## **VII. EXTENT OF WORK**

1. Inspection

- A. The Contractor is responsible for all inspections.
- B. All inspections shall be documented by certified written reports.

2. Adherence to the Scope of Work

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

## **VIII. PROJECT REQUIREMENTS & SPECIFIC CONDITIONS OF THE AGREEMENT:**

1. **Codes**

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

All conflicts and requests for interpretation or clarification regarding permits and codes shall be submitted in writing to the Buyer, Muhlenberg Job Corps Center.

1. **Construction Wage Rate Requirement**

This project is subject to the provisions of the CWRR – Construction Wage Rate Requirement formerly known as 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 from one of the two sources below.

**General Decision Number: 2015-4687, revision #22, dated 12/27/22**

<https://sam.gov/wage-determination/2015-4687/22>

**Davis-Bacon Act WD # KY20210041, Modification #7, dated 12/24/2021**

<https://sam.gov/wage-determination/KY20210041/7>

**General Decision Wage Rate codes that would apply to this project will need to be determined in discussions with the Project Manager before finalizing the fixed price quote.**

The Workforce Investment Act (WIA) imposed CWRR 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 CWRR. 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 4.

The current form and instructions for using the form (wh347 dated 2008), and obtaining a fill able PDF of the form, can be obtained on the web at <http://www.dol.gov/whd/forms/wh347instr.htm>. The contractor shall submit a copy of all weekly payroll forms with each invoice for payment, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper CWRR 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 CWRR wages.

**2. Invoicing/Certified Payroll**

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

**3. Indemnification**

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Insights Training Group, 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.

**4. Facility Operating Hours**

The center shall remain in operation at all times throughout period of performance. All project activity shall be coordinated with the Maintenance Manager in order to minimize disruption to center operations. All anticipated interruptions to center operations shall have prior approval from the Maintenance Manager at least 36 hours in advance of the interruption.

**5. Supervision and Discipline**

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

The Center and Insights Training Group, LLC 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.

## **6. Supplies/Chemicals**

The contractor shall provide all supplies, parts, materials, equipment and chemicals needed to perform the SOW. Contractor is responsible for monitoring and safety storing chemicals while conducting work on center. Contractor must provide a copy of all Materials Safety Data Sheets (MSDS) for all products used on center to Center Buyer. Contractor must also maintain a copy of all MSDS sheets while on center. These sheets must be made available upon request by Muhlenberg Job Corps staff. Contractor shall ensure all supplies and chemicals are environmental friendly. Contractor will maintain a log of chemical applications made by employees. The log will note all application locations, amounts applied and dates of application. Entries into the log will be noted and made part of the weekly service report provided to the Maintenance Manager. Chemical use around pool, storm drains or any water is not allowed.

## **7. Changes in the Work**

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

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

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

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

## **IX. PERIOD OF PERFORMANCE**

Services shall begin **(14) business** days from award. A schedule for completion will be requested and negotiated.

## **X. Attachment 1 – Contract Clauses by Reference**

This contract incorporates one or more clauses by reference, with the same force and affects as if they were given in full text. Upon request, the Buyer shall make their full text available. General terms and conditions are made part of this agreement – copies are available at:

[www.Insightsllc.net](http://www.Insightsllc.net)

# VICINITY MAP

