

## Episcopal Children's Services

Date 4-30-18

8443 Baymeadows Road

Jacksonville, Florida 32256

### Request for Quotation and Statement of Work

**Project Title:** Skylark 900 bathroom renovation

**Introduction:** Episcopal Children's Services (ECS) is a nonprofit, based out of Jacksonville, which serves more than 50,000 children and families in 14 counties in Northeast and Central Florida. ECS has helped young children and their families for more than 50 years.

**Project Background:** ECS would like to renovate the restrooms in the kitchen area of the ECS center located at 1601 NE 25<sup>th</sup> Avenue, Suite 900, Ocala, Florida, 34470

**Scope of Work:**

- Remove the sink basins, partitions, wall fixtures and existing tile
- Replace existing tile with 2\*2 ceramic tile TBD
- Replace countertops and sinks with new basin and sink fixtures similar to existing

**Additional Requirements**

- All work to be completed by August 30<sup>th</sup> 2018.
- Work to be completed in one restroom at a time as the other will be needed during business hours.
- Off hours and weekend work can be accommodated.
- Payment terms to be agreed to by both parties in advance of the issuance of a purchase order.

**Site Visit**

- A site visit with the ECS Director of Facilities is mandatory before a quotation is submitted. The intent of the site visit is to insure the contractor has received as much information as needed to accurately quote the job.

### **ECS Contractual Requirements: General**

1. During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. In compliance with Code of Federal Regulations, 29CFR1910.1200 if this purchase order involves the shipping of any item designates as a toxic substance such shipment must be accompanied by a Material Safety Data Sheet (MSDS). A toxic substance is designated as any chemical substance or mixture in gaseous, liquid, or solid state, which can cause harm to the human body.

3. The contractor certifies the Company's Directors and/or Principal Officers are not employed and/or affiliated with Episcopal Children's Services, unless a current Report of Specified interest form has been approved.

4. Equal Employment Opportunity – This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

5. Rights to Inventions Made Under a Contract or Agreement –If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and ECS in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

8. Debarment and Suspension (E.O.s 12549 and 12689) – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds \$2000, the Vendor shall provide ECS with the required certification regarding its exclusion status and that of its principal employees.

9. Records Access (Contracts in excess of \$2,000). ECS, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

10. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) – (Applies to purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

11. Copeland-Bacon Act, as amended (40 U.S.C. 276a to a-7) (ARRA Section 1606). Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.

12. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) –(Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

13. ECS may at any time, without cause, cancel the PO or contract applicable to this Statement of Work. ECS will be responsible to the contractor for any reasonable and ECS approved costs incurred by the contractor before the termination of the agreement.

14. A submitted proposal by the contractor confirms the contractor's agreement to all terms contained herein unless specified otherwise by the contractor.

15. The contractor will submit proof of insurance and licensing (if applicable) at time of bid submission.

**Timeline:** Requests for quotation will be issued to all participants on or before 05/04/2018 at 1 p.m. Eastern time. **Contractor must submit their quotation to John Hougendobler via email, ([jhougendobler@ecs4kids.org](mailto:jhougendobler@ecs4kids.org)) by 05/18/2018** Bid awards will be made on or before 5 p.m., 05/25/2018. **Work must be completed by 5 p.m. 08/30/2018.**

**Bid Manager:** John Hougendobler, Procurement Manager, ECS. 8443 Baymeadows Rd, Jacksonville, Florida 32257. 901-726-1500 (x 248) or cell phone 901-482-2409. [jhougendobler@ecs4kids.org](mailto:jhougendobler@ecs4kids.org).

\*\*\*All bid and specification questions must come through John Hougendobler unless he is unavailable and then you may contact the Project Manager.

**Project Manager:** Bryan Ward, Director of Facilities and Transportation, ECS. 352-857-1174. [bryanward@ecs4kids.org](mailto:bryanward@ecs4kids.org).

\*\*\*All inquiries directly related to executing the project once the bid is awarded must come through Bryan Ward unless he is unavailable and then you may contact the Bid Manager.