D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

FAN COIL REPLACEMENT AT THE HENRY J. DALY BUILDING METROPOLITAN POLICE DEPARTMENT HEADQUARTERS

March 13, 2015

Proposal Due Date:	**April 7, 2015**
Preproposal Conference:	**March 19, 2015 2:30 pm**
	to be held at:
	Frank D. Reeves Center, **2nd Floor Community Room** **2000 14th Street, NW,** **Washington, DC 20009**
Contact:	Thomas D. Bridenbaugh Leftwich, LLC 1400 K Street, NW Suite 1000 Washington, D.C. 20005 Phone: (202) 434-9100
Solicitation Number:	**DCAM-15-CS-0118**

Executive Summary

The Department of General Services ("Department" or "DGS") is issuing this Request for Proposals ("RFP") to engage a mechanical contractor to replace all of the perimeter fan coils of the Henry J. Daly Building ("Daly Building"), located at 300 Indiana Avenue, NW, Washington, DC 20001, in accordance with the drawings and specifications ("Drawings & Specifications") attached hereto as **Attachment A** (the "Project"). The Daly Building serves as headquarters for the Metropolitan Police Department ("MPD"). The Contractor will be responsible for draining and performing all modifications and installations as called for in **Attachment A**. The Department expects to release the Project on a floor by floor basis starting at the uppermost level, with additional floors being released as funding allows. Draining the system before work begins will be required but only to a level in the building that allows for the target floor to be worked on. The Daly Building will be occupied and operational during the Project; therefore work must be completed on the weekends when operations are at their lowest level. It is estimated that one (1) floor should take no more than two (2) weekends to complete. The scope of work is further outlined below.

A.1 Delivery Method

The Department has commissioned a set of drawings and specifications included as **Attachment A** that generally describes the Work required to implement the Project. These drawings and specifications are being issued as part of this procurement and should serve as the basis for proposals submitted by the Offerors. The selected Contractor will be required to complete Items 1-21 listed under FAN COIL REFURBISHMENT on sheet MEP.01 in **Attachment A** for each fan coil. If Items 1-21 of **Attachment A** do not achieve a completely water tight, functional and working fan coil, Items 22-25 will be authorized individually. The Department expects work to be performed on a floor by floor basis and the Contractor will be responsible for stocking the job as needed to complete one weekend's mobilization worth of work. Storage space will not be provided in the building. Additionally, the Contractor will only be provided access from Friday evening to Sunday evening.

A.2 Form of Contract

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.3 Lump Sum Price and Unit Pricing

Offerors will be required to submit with their proposal Lump Sum Pricing to refurbish the fan coil units located on each floor according to Items 1 thru 21 in **Attachment A**. **For bid purposes, Offerors should assume the approximate quantities of fan coils per floor as listed in the Offer Letter pricing spreadsheet.** Offerors will also be required to submit with their proposal the Unit Price per fan coil for Items 22 thru 25 as detailed in **Attachment A.** Please note Item XX has been included in the Offer Letter pricing spreadsheet but is not detailed on **Attachment A.** The intent of Item XX is to bypass leaking or nonoperational fan coil units in abandoned spaces, and Offerors should provide a Unit Rate for such work. The Lump Sum Price and Unit Rates shall include sufficient funds to cover all of the expenses necessary to complete the Project, including, but not limited to profit, home and field office overhead, supervision, labor, materials, equipment, bonds and insurance. Draining of the system to perform the work necessary to complete all aspects of the Project is the Contractor's responsibility, and any associated costs should be factored into the Offeror's Lump Sum and Unit Rate pricing.

Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror's letterhead, as well as the pricing spreadsheet, setting forth its Lump Sum Price and its Unit Rates.

Other than the original proposal (which shall include both a pricing and technical response), Offerors will be required to submit copies of the pricing portion of their proposal (including the Form of Offer Letter and any spreadsheets or other pricing documents referenced in the Form of Offer Letter) separately from the technical portion of their proposal. The technical portion of the proposal consists of everything other than pricing information.

A.4 Incentives for On-time; On-Budget Completion & Meeting Workforce Goals

In the event the Project is both (i) substantially complete no later than the substantial completion date identified herein and in the form of contract, and (ii) delivered for less than the Lump Sum Price established in the Contract, the Contractor's Lump Sum Price shall be increased by Two Percent (2%). If these goals are not met, the Contractor's Lump Sum Price will be reduced by Two Percent (2%). In addition, if the Contractor meets the Workforce Utilization Requirement discussed in **Section A.5** below, the Contractor's Lump Sum Price will be increased by One Half of One Percent (.5%). In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Contractor's control.

A.5 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible and desires that such businesses perform at least fifty percent (50%) of the work under this procurement. Thirty Five Percent (35%) of the

Contract Work must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Department of Small and Local Business Development, and Twenty Percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the selected Contractor and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

In addition to LSDBE participation as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to execution of the contract, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the project (such requirement, the "Workforce Utilization Requirement"). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intend to increase participation by DC residents in the performance of the work on this Project.

A.6 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (15 points)
- Key Personnel (15 points)
- Work Plan and Schedule (20 points)
- Cost (35 points)
- LSDBE Compliance/Utilization (10 points)
- Workforce Utilization Plan (5 points)

A.7 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - March 13, 2015
- Pre-proposal Conference - March 19th, 2015 at 2:30 pm
- Last Day for Questions/Clarifications - March 31, 2015
- Proposals Due - April 7, 2015
- Notice of Award - on or about April 27, 2015

A.8 Attachments

Attachment A - Drawings & Specifications
Attachment B - Offer Letter

Attachment C	- Disclosure Statement
Attachment D	- Tax Affidavit
Attachment E	- Davis Bacon Wage Rates
Attachment F	- Bid Guaranty Certification

B.1.6 The Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

B.2 Supervision & Coordination

The selected Contractor will be required to properly supervise and coordinate its work. At a minimum, it is envisioned that the Contractor will be required to undertake the following tasks:

- Participate and assist in Project/Planning meetings
- Maintain full-time on-site construction supervision while work is on-going and provide inspections, quality control, monitoring, coordination of various trades and daily work logs
- Conduct periodic progress meetings following a Contractor generated agenda with the Program Manager
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project
- Prepare payment requests, verify accuracy and forward to the Department for approval and payment
- Assemble close-out documents required
- Provide assistance to the Department through any applicable warranty periods

B.3 Key Personnel

Offerors should have a flexible organization that is capable of providing multiple crews of 2 to 4 mechanics simultaneously. The Offeror's personnel should have the experience necessary and provide the licenses needed to complete the Project to the Department's satisfaction. Offerors should specifically detail in their proposal how many simultaneous crews will be dispatched to complete the Project within the time frames given. Key personnel shall include, at a minimum, the following: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will be responsible for the Project and (iv) a complete list of personnel who will be used to fulfill the requirements of this project. Toward that end, Offerors are required to include within the proposal a list and description of the staff available to perform this work, their qualifications (supporting documentation of certification or licensure must be provided) and level of experience (i.e. HVAC Mechanics, HVAC Helpers, etc.). Furthermore, Offerors must be able to provide evidence of Type 4 Universal Technician Certifications as required by Title 40, Chapter I, Subchapter C, Part 82, Subpart F, Section 82.161 of the EPA Clean Air Act (apprentices are exempt from this requirement provided that the apprentice is closely and continually supervised by a certified technician). If the Contractor plans to engage a HVAC subcontractor(s) to perform the majority of the Project, then that subcontractor must provide similar key personnel and the aforementioned information. The Contractor will not be permitted to reassign any of the key

personnel unless the Department approves the proposed reassignment and the proposed replacement.

B.4 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Offerors must be able to provide evidence of Type 4 Universal Technician Certifications as required by Title 40, Chapter I, Subchapter C, Part 82, Subpart F, Section 82.161 of the EPA Clean Air Act (apprentices are exempt from this requirement provided that the apprentice is closely and continually supervised by a certified technician).

B.5 Conformance with Laws

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.6 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

B.7 Apprenticeship Act

The Apprenticeship Act shall apply to this contract and the Contractor and all of its trade subcontractors shall be required to comply with that act.

B.8 Time if of the Essence

Time is of the essence with respect to the contract. The Department anticipates that work will be completed on a floor by floor basis with one (1) entire floor being substantially completed no later than two (2) weeks after a notice to proceed is issued for the given floor. Furthermore, all work shall be limited to Friday evenings, Saturdays and Sundays until the Contractor is directed otherwise. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least Fifty Percent (50%) of the Contract work under this procurement. Thirty Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development and Twenty Percent (20%) to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least Fifty One percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, and the following requirements:

(i) At least 20% of journey worker hours by trade shall be performed by District residents;

(ii) At least 60% of apprentice hours by trade shall be performed by District residents;

(iii) At least 51% of the skilled laborer hours by trade shall be performed by District residents; and

(iv) At least 70% of common laborer hours shall be performed by District residents.

The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of $100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each

month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of $500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, ("Act") (codified at D.C. Code 32-1401 et seq.) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that Thirty Five Percent (35%) of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 Oral Presentation

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of

the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contactor with the highest evaluated score. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, as well as the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process.

D.4.1 Experience & References (15 points)

The Department desires to engage an Offeror with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience:

(i) in the construction of projects in the District;
(ii) in constructing and improving mechanical systems;
(iii) in constructing projects in an urban setting;
(iv) in delivering projects with aggressive schedules;
(v) in completing projects on-time;
(vi) in completing projects on-budget;
(vii) working in an occupied building;
(viii) working after hours/on weekends; and
(ix) working with simultaneous crews.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

Offerors must provide references from three (3) separate organizations or companies where services similar to the ones required by the Project have been performed during the past two (2) years. References must reflect the Offeror's ability to handle fielding multiple crews of 2 to 4 mechanics at the same time. The District of Columbia Government, including Public Schools, Department of General Services, University of the District of Columbia, and all other DC

agencies and authorities, shall be considered as a single entity (one reference) for the purposes of this requirement.

This element of the evaluation will be worth up to fifteen (15) points.

D.4.2 Key Personnel (15 points)

The Department desires that the Offeror assign the appropriate number of personnel having the necessary seniority to implement a project of this type. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will be responsible for the Project and (iv) a complete list of personnel who will be used to fulfill the requirements of this project. Toward that end, Offerors are required to include within the proposal a list and description of the staff available to perform this work, their qualifications (supporting documentation of certification or licensure must be provided) and level of experience (i.e. HVAC Mechanics, HVAC Helpers). Furthermore, Offerors must be able to provide evidence of Type 4 Universal Technician Certifications as required by Title 40, Chapter I, Subchapter C, Part 82, Subpart F, Section 82.161 of the EPA Clean Air Act (apprentices are exempt from this requirement provided that the apprentice is closely and continually supervised by a certified technician). If the Contractor plans to engage a HVAC subcontractor(s) to perform the majority of the Project, then that subcontractor must provide similar key personnel and the aforementioned information. The Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Each Offeror will be evaluated based on the level of experience and time commitment of each of these individuals. Offerors will also be evaluated based on whether Offeror has overall devoted sufficient staff, staff of the appropriate level of expertise to properly complete the Project, and the cohesiveness and efficiency of the team as a whole.

This element of the evaluation will be worth up to fifteen (15) points.

D.4.3 Management Plan and Schedule (20 points)

Offerors are required to submit with their proposal a Management Plan and Schedule.

The Management Plan should clearly explain how the Offeror intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome. The Management Plan will be evaluated based on the following:

(i) Demonstration of an understanding of the key elements of the Project.
(ii) Identify the key personnel and explanation of the specific roles for each such individual in managing the Project.
(iii) Explanation of how the Offeror intends to implement the Project.
(iv) Workability of the plan for managing quality issues during construction.
(v) Identification of the site/project-specific challenges and explanation of how they will be overcome or mitigated.

(vi) Explanation of how the Offeror will facilitate multiple work crews to complete the work in the specified time frame.
(vii) Explanation of how many work crews will be working simultaneously.

Offerors should submit with their Management Plan a schedule that shows the anticipated manner in which the Project will be implemented. The schedule should show a sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. The schedule will be evaluated based on the following:

i. Whether the schedule and the activities reflected therein demonstrate an understanding of the key elements of the project.
ii. Whether the sequencing and duration of the activities in the schedule are appropriate.
iii. Whether the schedule reflects appropriate logic ties for related activities.

This element of the evaluation is worth up to twenty (20) points.

D.4.4 LSDBE Utilization (10 points)

The Department desires the selected Construction Manager provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises. Offerors will be evaluated based on the following:

(i) Whether the LSDBE Utilization plan demonstrates an understanding of the LSDBE utilization requirements for the Project.
(ii) The Offeror's plan to identify and engage LSDBE subcontractors for participation in the trade bidding process and the workability of the plan in increasing the level of participation of Local, Small and Disadvantaged Business Enterprises in the Project.
(iii) The Offeror's past performance in meeting LSDBE or similar goals.

This element of the evaluation will be worth up to ten (10) points.

D.4.5 Workforce Utilization Plan (5 points)

The Department desires the selected Construction Manager provide the maximum level of participation by District of Columbia residents in performing the work. As part of their proposals, Offerors must provide a Workforce Utilization Plan which explains how the Offeror will identify qualified Districts residents to perform work on the project and increase participation by District residents. The Workforce Utilization Plan will be evaluated based on the following:

(i) Demonstrated understanding of the statutory requirements for District resident involvement in the Project.

(ii) The Offeror's plan for identifying and encouraging the involvement of District residents in the Project
(iii) The level of District resident participation that will be achieved through the Offeror's project staff.
(iii) The Offeror's past performance in meeting similar workforce utilization goals.

This element of the evaluation will be worth up to five (5) points.

D.4.6 Cost (35 points)

Offerors will be required to bid a Lump Sum price to refurbish the fan coil units located on each floor according to Items 1 thru 21 in **Attachment A**. Additionally, Offerors will be required to bid a Unit Rate per fan coil for Items 22 thru 25 as detailed in **Attachment A** and Item XX listed on the Offer Letter pricing spreadsheet. All pricing shall factor in and include draining the system as necessary to perform all items called for to complete the Project. This element of the evaluation will be worth up to thirty-five (35) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in a full original proposal (pricing and technical submission); three (3) copies of the pricing proposal (Form of Offer Letter and any spreadsheets and/or other pricing document referenced in the Form of Offer Letter); and eight (8) copies of the technical portion of the proposals (i.e. all portions of the proposal excluding the Form of Offer Letter and any spreadsheet or other pricing document referenced in the Form of Offer Letter). Copies of the technical proposal should **not** include the Form of Offer Letter or any spreadsheet or other pricing document referenced in the Form of Offer Letter. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Fan Coil Replacement at The Henry J. Daly Building (Metropolitan Police Department Headquarters)." Copies of the pricing and technical submissions shall be labeled accordingly.

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EDT, on April 7, 2015. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2" x 11". Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Technical Proposal

The technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.1.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for Contractor and each of its subconsultants.

A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

B. Firm profile(s), including:

   i. Age

   ii. Firm history(ies)

   iii. Firm size(s)

   iv. Areas of specialty/concentration

   v. Current firm workload(s) projected over the next year

   vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

C. Description of the team organization and personal qualifications of key staff, including:

   i. Identification of the single point of contact for the Contractor.

   ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.

   iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:

1. The individual's name
2. The individual's role
3. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
4. The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.
5. The individual's current workload over the next two years

iv. A chart showing the experience that the key team members have working together.

E.4.1.3 Relevant Experience and Capabilities

A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

i. The name and location of the project.
ii. The square footage of the project
iii. A short narrative of the scope of the contractor's work on the project.
iv. The delivery method implemented on the project.
v. The start and end dates for construction.
vi. The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100%complete, etc.).
vii. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
viii. The level of completion of design documents that the initial contract value was based on.
ix. The actual substantial completion date and the final contract value.

E.4.1.4 Management Plan and Schedule

Each Offeror should submit a Management Plan that addresses the issues set forth in Section D.4.3 of this RFP.

E.4.1.5 Local Business Utilization Plan

Each Offeror should submit a Local Business Utilization Plan that addresses the issues set forth in **Section D.4.4** of this RFP.

E.4.1.6 Workforce Utilization Plan

Each Offeror should submit a Workforce Utilization Plan that addresses the issues set forth in **Section D.4.5** of this RFP.

E.4.2 Cost Proposal

The Cost proposal shall be organized as follows:

E.4.2.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.4.2.3 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

E.4.2.4 Bid Bond

Each Offeror shall submit with their proposal a bid bond in the amount specified and further explain in Section J.1 below.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Thomas D. Bridenbaugh
Leftwich, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on March 19, 2015 at 2:30 pm. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on March 31, 2015. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was

incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall the right to distribute or use such information as it determines.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.

C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.

E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

A. To cancel this solicitation or reject all submissions.

B. To reject submissions that fail to prove the Offeror's responsibility.

C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.

D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.

E. To take any other action within the applicable Procurement Regulations or law.

F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.12 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor will be required to maintain the following types of insurance throughout the life of the contract. The Contractor shall be responsible for the payment of all costs associated with the required insurance, including any and all premiums and, in the case of a claim, any applicable deductible.

G.1.1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars ($5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars ($5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two (2) years after substantial completion.

G.1.2 Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars ($1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars ($10,000,000).

G.1.5 Builder's risk insurance written on an "all risk" basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION J BONDS

J.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of Forty Thousand Dollars ($40,000). All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment F** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

J.2 Trade Subcontractor Bonds

The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to 100% of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

J.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section J.2, the Contractor will be required to post a payment and performance bond having a penal value equal to the Lump Sum Price at the time the Contract is executed.

Attachment A

Drawings & Specifications

Drawings & Specifications are available for download at:

https://leftwichlaw.box.com/s/1btv1e758wfy1dy3qb0bhzu4yjuj5kd1

Attachment B

Form of Offer Letter

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, DC 20009

Att'n: Mr. Jonathan Kayne
Interim Director

Reference: Request for Proposals
Fan Coil Replacement at Daly Building

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide Fan Coil Replacement Services at the Daly Building. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal and the Lump Sum price and Unit Rates (as defined in paragraph A), are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Lump Sum, and Unit Prices are referred to as the "Offeror's Bid").

The Offeror's Bid is as follows:

A. The Lump Sum Price: $ see attached spreadsheet

The Unit Prices are:

$ see attached spreadsheet

The Offeror acknowledges and understands that the Lump Sum and Unit Prices are firm, fixed prices and are to cover all overhead, profit and all other costs incurred by the Offeror in performing the tasks to which the Lump Sum and Unit Prices are based and that such amount includes funding for work which is not describe in the RFP and attachments thereto but which is reasonably inferable therefrom.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: **[INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY**

ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

Pricing Spreadsheet Attachment to Daly Building Fan Coil Offer Letter

Item	Description	Unit	Estimated Quantities for Bidding		Unit Price	Lump Sum Line Price
1 thru 21	Refurbish individual fan coil unit in accordance with the refurbishment scope of work outlined on sheet MEP.01	Fan Coil Unit	6th Floor	Exterior - 65 Courtyard - 40		
			5th thru 3rd Floors	Exterior - 65 Courtyard - 55		
			2nd Floor	Exterior - 65 Courtyard - 40		
			1st Floor	Exterior - 45 Courtyard - 45		
					Total Lump Sum for Above	
22	Repair leaking fan coil	Coil				
22.b	Replace leaking fan coil that cannot be repaired	Coil				
23	Replace noisy/inoperative blower motor	Motor				
24	Replace worn/noisy fan bearings	Fan				
25	Reconnect disconnected drain piping/tubing	FCU Cavity				
XX	Modify piping to bypass existing fan coil unit	Fan Coil Unit				

Number of workers per crew _____

Number of crews per weekend _____

Number of coils completed per weekend _____

Attachment C

Disclosure Statement

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Jonathan Kayne	Interim Director
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel
June Locker	Deputy Director, Capital Construction Services

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

_____
_____
_____
_____
_____

B. Leftwich & Ludaway

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

_____
_____
_____
_____
_____

C. Brailsford & Dunlavey
McKissack & McKissack
BLUEFIN, LLC

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

_____
_____
_____

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____
Name: _____
Title: _____
Date: _____

<u>Attachment D</u>

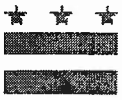
Tax Affidavit

ATTACHMENT D

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

<u>Attachment E</u>

Davis-Bacon Wage Rates

General Decision Number: DC150002 03/06/2015 DC2

Superseded General Decision Number: DC20140002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/20/2015
3	03/06/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

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ASBE0024-008 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER	$ 20.86	5.46

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

---

ASBE0024-014 10/01/2013

	Rates	Fringes

FIRESTOPPER.....$ 26.06 5.90

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the pasage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 05/04/2014

	Rates	Fringes
BRICKLAYER	$ 29.17	8.61

CARP0132-008 05/01/2013

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet	$ 26.81	8.13
PILEDRIVERMAN	$ 26.62	8.15

CARP1831-002 04/01/2013

	Rates	Fringes
MILLWRIGHT	$ 31.59	8.58

ELEC0026-016 11/03/2014

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls	$ 42.40	14.97

ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems)	$ 27.05	8.58

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The

installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 41.09	28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	$ 30.25	17.285

IRON0201-006 05/01/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	$ 27.00	18.08

LABO0657-015 06/15/2014

	Rates	Fringes
LABORER: Skilled.....	$ 22.28	7.09

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, laggers and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper,demolition.

MARB0002-004 05/01/2014

	Rates	Fringes
MARBLE/STONE MASON	$ 34.18	15.63

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 05/01/2014

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 26.28	10.00

MARB0003-007 05/01/2014

	Rates	Fringes
TERRAZZO FINISHER	$ 21.48	9.08

MARB0003-008 05/01/2014

	Rates	Fringes
TILE SETTER	$ 26.28	10.00

MARB0003-009 05/01/2014

	Rates	Fringes
TILE FINISHER	$ 21.48	9.08

PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts $2 million and under	$ 24.77	9.85
Glazing Contracts over $2 million	$ 28.61	9.85

PAIN0051-015 06/01/2014

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher	$ 24.89	9.05

PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER	$ 28.33	5.85

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 27.15	9.61

PLAS0891-007 08/01/2014

	Rates	Fringes
FIREPROOFER		
Handler	$ 16.50	4.24
Mixer/Pump	$ 18.50	4.24
Sprayer	$ 23.00	4.24

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-010 08/01/2014

	Rates	Fringes
PLUMBER	$ 38.92	16.35+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2014

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation	$ 38.24	19.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2014

	Rates	Fringes
ROOFER	$ 28.20	10.59

SFDC0669-002 04/01/2014

	Rates	Fringes

```
SPRINKLER FITTER (Fire
Sprinklers).....$ 31.76           17.97
----------------------------------------------------------------
* SHEE0100-015 03/01/2015

                                  Rates          Fringes

SHEET METAL WORKER (Including
HVAC Duct Installation)..........$ 39.05         16.76+a

  a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
  Birthday, Memorial Day, Independence Day, Labor Day,
  Veterans Day, Thanksgiving Day and Christmas Day

----------------------------------------------------------------
  SUDC2009-003 05/19/2009

                                  Rates          Fringes

LABORER:  Common or General......$ 13.04            2.80

LABORER:  Mason Tender -
Cement/Concrete.................$ 15.40            2.85

LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement................$ 11.67

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.........................$ 18.88
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================


Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).


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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

<u>Attachment F</u>

Bid Guaranty Certification

Attachment F

Certification Letter for Cashier's Check or Irrevocable Letter of Credit

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that: (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the _____ day of _____, 20_____, before me, a notary public in and for the District of Columbia, personally appeared _____, who acknowledged himself/herself to be _____ of _____, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public
My Commission Expires: _____