



**DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**WINDOW AND DOOR REPLACEMENT AT  
BANCROFT ELEMENTARY SCHOOL**

**April 14, 2015**

**Proposal Due Date:** May 5, 2015 by 2:00 p.m.

**Preproposal Conference:** April 21, 2015 at 3:00 p.m.

**to be held at:**

**Frank D. Reeves Center  
2<sup>nd</sup> Floor Community Room  
2000 14<sup>th</sup> 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-0124

## Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage a contractor to provide design-assist services for the replacement of windows and doors replacement at of Bancroft Elementary School (“Bancroft”), located at 1755 Newton Street, NW, Washington, DC 20009. The Bancroft campus consists of five adjoining buildings, two of which are historically significant. Bancroft is slated to undergo a comprehensive modernization and expansion, however, the Department desires to proceed with the replacement of windows in the historic (1924 and 1933) buildings as well as the majority of the exterior doors.

The Department has commissioned a set of drawings and specifications for the replacement of the windows in the historic buildings as well as replacement of the doors. Those drawings and specifications are attached hereto as **Attachment A** (the “Drawings and Specifications”). Due to the impending renovation of the facility, doors on the courtyard side will either be demolished or replaced. The scope of services is further outlined below and generally includes implementing the Department’s Drawings and Specifications and providing all labor, materials, tools, supervision and other services necessary to furnish and install the windows and doors, and disposing of the existing ones, no later than the dates outlined in Section A.8 (the “Project”).

### **A.1. Project Delivery Method**

The Contractor’s work will be divided into two phases: (i) the Preconstruction Phase; and (ii) the Construction Phase. During the Preconstruction Phase, the Contractor will be required to field measure the window and doors openings and order appropriately sized windows and doors to fit the existing window bays and door frames.

During the Construction Phase, the Contractor will be required to remove the existing windows and doors and install the new windows and doors, providing all labor, materials, supervision and other services as may be necessary to complete the Project. Due to lead time associated with the windows, the Department anticipates that the window replacement work will take place while school is in session. The Department anticipates that the work will be performed on a rolling basis with one to two classrooms being made available to the Contractor at a time while school is in session. The Contractor will have access to the interior and exterior of the classrooms during normal working hours (i.e. 7 am to 7 pm). With regard to the doors, the Department anticipates that the work can be completed during the summer when the school is unoccupied.

The Contractor will be required to coordinate all work with the Department and the principal, and shall be responsible for erecting safety barricades as necessary to ensure that the school population is separated from the work areas.

## **A.2 Form of Contract**

The Form of Contract will be issued by addendum to this RFP. 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 Contractor's Compensation**

As will be more fully described in the Form of Contract, this will be a Lump Sum type contract. Offerors will be required to submit with their proposal a Lump Sum Price for the work. The Lump Sum Price should include sufficient funding to cover all of the costs necessary to complete the Project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and other services as may be required to obtain the necessary permits, and construct the work. The Lump Sum Price should also include sufficient funding to fund items that are not specifically identified on the Drawing and Specifications RFP but which are reasonably inferable from therefrom as well as the performance criteria outline in Section B of this. Offerors will be required to submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror's letterhead setting forth its Lump Sum Price as well as a schedule of unit rates for certain additional scopes of work should field conditions require such work.

## **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 dates identified in the form of contract; and (ii) delivered for less than the Lump Sum established in the Contract, the Lump Sum Price shall be increased by Two Percent (2%). If these goals are not met, the Lump Sum will be reduced by Two Percent (2%). In addition, if the Contractor meets the Workforce Utilization Requirement discussed in **Section A.5** below, the Lump Sum Price will be increased by One Half of One Percent (0.5%). 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.

If the Offeror is an LSDBE and seeks to qualify for preference points as outline in Section C.1 of the RFP, the Offeror must perform at least 35% of the contracting effort with its own forces, and

if such Offeror subcontracts any work, 35% of the subcontracted effort must be subcontracted to CBEs.

If the Offeror is not an LSDBE or is an LSDBE but does not intend to perform 35% of the contracting effort with its own forces, the Offeror must subcontract for 35% of the contracting effort with businesses that are certified as Small Business Enterprises (“SBE”) by the District of Columbia Department of Small and Local Business Development.

For subcontracted work in either case, pass through entities will not count toward this goal. In order to count toward the subcontracting requirement, the SBE must perform at least thirty five percent (35%) of the work that is being counted toward the goal with its own forces.

For the purposes of this Project, the procurement of the windows (but not installation of the windows) shall not be considered part of the contracting effort.

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 intent 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)
- Management Plan & Schedule (25 points)
- Cost (35 points)
- LSDBE Utilization (10 points)

#### **A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - April 14, 2015
- Pre-proposal Conference - April 21, 2015 at 3:00 p.m.
- Site Visit - April 22, 2015 at 10:00 a.m.
- Last Day for Questions/Clarifications - April 24, 2015
- Proposals Due - May 5, 2015
- Notice of Award - week of June 1, 2015

## **A.8 Project Schedule**

- Notice to Proceed - week of June 1, 2015
- Shop Drawings Submittal for Doors - 2 weeks after NTP
- Shop Drawings Submittal for Windows - 4 weeks after NTP
- Approval & Start of Production - 2 weeks after submittals approved
- Substantial Completion of Doors - 1 week after delivery
- Substantial Completion of Windows - 6 weeks after delivery

## **A.9 Attachments**

- Attachment A** - Drawings and Specifications
- Attachment B** - Form of Offer Letter
- Attachment C** - Disclosure Statement
- Attachment D** - Tax Affidavit
- Attachment E** - Davis-Bacon Wage Rates
- Attachment F** - Bid Guarantee Certification

## **SECTION B           SCOPE OF WORK**

### **B.1     Scope of Work**

In general, the selected Contractor will be required to provide all of the labor, materials and supervision necessary to install new windows and doors at Bancroft Elementary School in accordance with the Drawings and Specifications and the Performance Criteria set forth in Section B.1.1. In the event there is a discrepancy between the Performance Criteria and the Drawings and Specifications, the Contractor shall be required to comply with the more expensive requirement. The Contractor's work will be divided into two Phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

**B.1.1 Performance Criteria.** The Contractor shall be required to install the required windows and doors in a first-class, workman-like and professional manner. In performing this work, the Contractor shall be required to field measure the window and door openings and order custom sized windows and doors.

The windows shall be sized in such a way so as that: (i) no window shall have a tolerance of more than 1.5 inches in either the horizontal or vertical dimension between the size of the window frame and the size of the rough window opening; and (ii) there shall not be a gap of more than one half (½) of an inch between the edge of any side of the window frame and the corresponding edge of the window opening. All of the windows shall be appropriately caulked and sealed so as to be weather tight. Appropriate trim and molding shall be applied around the edges of the window on both the interior and exterior faces.

Performance Criteria for installation of doors in outline in Section 081433 of the Specifications attached as **Attachment A**.

### **B.2     Preconstruction Phase.**

During the Preconstruction Phase, the Contractor will be required to complete the following in accordance with (i) the Performance Criteria set forth in Section B.1.1; and (ii) the Drawings and Specifications:

- .1**     The Contractor shall field measure each separate window and door opening to ensure a proper fit (height, width, and depth) of the window or door to be ordered and installed by the Contractor.
- .2**     The Contractor shall provide submittals in the form of product data, specifications, shop drawings, etc., for approval by the Department prior to obtaining the windows and doors for installation and within four weeks of issuance of a notice to proceed.
- .3**     Once the Department has approved all such submittals, the Contractor shall obtain the windows and doors.

### **B.3 Construction Phase**

During the Construction Phase, the selected constructor shall carry out such activities as are necessary to complete the construction described in the approved documents and submittals. It is contemplated that the work associated with replacement of the windows will be performed on a rolling basis with classrooms being made available to the Contractor one or two at a time while school is in session. Other areas of the building will be made available in whole as coordinated with each school's administrative staff. With respect to the doors, the Department anticipates that the Construction Phase shall run while the school is out of session.

Among other things, the Contractor shall be responsible for providing all of the necessary supervision, labor and materials and tools to fully complete the work which shall include, but is not necessarily limited to the following:

- .1 Contractor shall remove and dispose of the existing windows and doors, any security screens, and other construction debris. The selected Contractor will also need to provide temporary coverings for the window openings after such removal as necessary to protect the building and its contents from weather and vandalism.
- .2 Contractor shall furnish and install new replacement windows and doors for all window and door openings in accordance with the Performance Criteria and the Drawings and Specifications.
- .3 Contractor shall provide lead paint and asbestos-containing caulking remediation of the existing frames, brick molding and trim work as required in compliance with EPA and all pertinent regulatory requirements specific to hazardous material remediation.
  - In the historic buildings, the existing wooden door frames and trim tested positive for lead-based paint.
  - All window caulking, interior and exterior, tested positive for asbestos.
  - All window trim, aprons, stools, sashes, and muntins tested positive for lead-based paint.
- .4 Contractor shall restore the existing frame, brick molding, and trim work to its original condition, paint, and caulk and seal each window opening.

### **B.4 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:

- .1 Participate and assist in Project/Planning meetings

- .2 Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log
- .3 Conduct weekly progress meetings following a Contractor generated agenda with the Program Manager
- .4 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
- .5 Prepare payment requests, verify accuracy and forward to the Department for approval and payment
- .6 Assemble close-out documents required
- .7 Provide assistance to the Department through any applicable warranty periods

### **B.5 Key Personnel**

In its proposal, each Department will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Field Superintendent; and (iii) the Project Manager who will be responsible for the Project. 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.6 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.

### **B.7 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.8 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.9 Apprenticeship Act**

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

## **B.10 Time is of the Essence**

Time is of the essence with respect to the contract. The Project must be Substantially Complete in accordance with the durations outlined in Section A.8.

## 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. In order to qualify for such preference points, the Offeror must perform thirty five (35%) of the contracting effort with its own forces.

**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)

## **C.2 SLDBE Participation**

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible.

If the Offeror is an LSDBE and seeks to qualify for preference points as outline in Section C.1 of the RFP, the Offeror must perform at least 35% of the contracting effort with its own forces, and if such Offeror subcontracts any work, 35% of the subcontracted effort must be subcontracted to CBEs.

If the Offeror is not an LSDBE or is an LSDBE but does not intend to perform 35% of the contracting effort with its own forces, the Offeror must subcontract for 35% of the contracting effort with businesses that are certified as Small Business Enterprises (“SBE”) by the District of Columbia Department of Small and Local Business Development.

For subcontracted work in either case, pass through entities will not count toward this goal. In order to count toward the subcontracting requirement, the SBE must perform at least thirty five percent (35%) of the work that is being counted toward the goal with its own forces.

For the purposes of this Project, the procurement of the windows (but not installation of the windows) shall not be considered part of the contracting effort.

## **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 rules and regulations promulgated thereunder. 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 10<sup>th</sup> 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 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 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 30 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 5 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 Design-Builder 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 Offeror with the highest evaluated score.

##### **D.4.1 Experience & References (15 points)**

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience in:

- (i) constructing renovation projects in an urban setting;
- (ii) working in occupied facilities;
- (iii) constructing and knowledge of school facilities;
- (iv) installation of windows and doors;
- (v) knowledge of, and access to, the local subcontracting market; and
- (vi) knowledge of the local regulatory agencies and Code Officials.

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

##### **D.4.2 Key Personnel (15 points)**

The Department desires that senior personnel be assigned to this Project who have experience in completing construction projects on-time and on-budget. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; and (iii) the Project Manager. Each Offeror will be evaluated based on the level of experience and time commitment of each of these three individuals. Offerors will also be evaluated based on whether Offeror has overall devoted sufficient staff, staff of the appropriate level of expertise to properly staff the Project, and the cohesiveness and efficiency of the team as a whole. This element of the evaluation will be worth fifteen (15) points.

#### **D.4.3 Cost (35 points)**

Offerors will be required to bid a Lump Sum Price for the Project work as well as a schedule of unit rates as indicated on **Attachment B**. This element of the evaluation is worth thirty-five (35) points.

#### **D.4.4 Management Plan & Schedule (25 Points)**

Offerors are required to submit a Management Plan and Schedule. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should:

- (i) identify the key personnel and their specific roles and responsibilities in managing the Project;
- (ii) identify the key milestone dates and provide a narrative explanation of how these dates will be achieved;
- (iii) provide a schedule of the project, including the preconstruction and construction phase. The schedule should reflect the phasing of the physical work;
- (iv) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and
- (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.

The Department will also consider the experience that the Contractor and its team members have working together on similar projects. This element of the evaluation is worth twenty five (25) points.

#### **D.4.5 LSDBE Utilization (10 points)**

The Department desires the selected Contractor 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) Whether Offeror's plan for the participation of CBEs and/or SBEs in the Project meets the requirements for this Project.

This element of the evaluation will be worth up to ten (10) 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 two volumes, a technical volume and a pricing volume. In addition to an original technical volume and an original pricing volume, Offerors shall submit five (5) copies of the technical volume of the proposal; and one (1) copy of the pricing volume. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Window and Door Replacement Services at Bancroft Elementary School." 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: James Marshall  
Frank D. Reeves Center,  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than May 5, 2015 at 2:00 p.m. local time. 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. 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 in two volumes as follows:

#### **E.4.1 Technical Volume**

The Technical proposal should include the following information.

#### **E.4.1.1 Executive Summary**

Each Offeror 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 the principal contractor firm 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 contracts 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. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

#### **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. Project name and location
  - ii. Name, address, contact person and telephone number for owner reference
  - iii. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited
  - iv. Identification of personnel involved in the selected project who are proposed to work on this project
  - v. A description of whether the project was completed on-time and on-budget;
  - vi. Before and after photos showing the quality of the work achieved.

#### **E.4.1.4 Management Plan and Schedule**

Each Offeror should submit a Management Plan and Schedule that addresses the issues set forth in **Section D.4.4** of this RFP.

#### **E.4.1.5 Local Business Utilization Plan**

Each Offeror must submit a proposed Local Business Utilization Plan in the form of a schedule of values breaking down the Lump Sum Price proposed by the Offeror and indicating the following:

- (i) The name of the contractor or the applicable subcontractor that will be completing each aspect of the work;
- (ii) The CBE status of the contractor or subcontractor performing the work;
- (iii) The contract value for such scope of work
- (iv) The overall dollar values of work being performed by the prime contractor and SBE subcontractors.

#### **E.4.2 Pricing Proposal**

The Pricing Proposal should include the following information.

#### **E.4.2.1 Cost Information**

The Offeror should submit the Bid Form in substantially 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.

## **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 April 21, 2015 at 3:00 p.m. The conference will be held at the Frank D. Reeves Center, 2<sup>nd</sup> Floor Community Room, 2000 14<sup>th</sup> 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 April 25, 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 have 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 and must be maintained for a period of at least three (3) years after substantial completion occurs.

**G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Design-Builder, 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** 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.1.5** Contractor’s pollution legal liability policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

### **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 \$50,000. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. 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     Payment and Performance Bond**

The selected Contractor will be required to post a payment and performance bond having a penal value equal to the lump sum contract amount.

## **Attachment A**

### **Drawings and Specifications**

Drawings and Specifications for the Project are available for download at:

<https://leftwichlaw.box.com/s/iwe5bapz3di36h51n3s93rnaxl06g6j>

**Attachment B**

**Form of Offer letter**

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009

Att'n: Mr. Jonathan Kayne  
Interim Director

Reference: Request for Proposals  
Window and Door Replacement at Bancroft Elementary School

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 replace windows and doors at Bancroft Elementary School. 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, the Lump Sum Contract Price (as defined in paragraph A), and the Unit Rates (as defined in paragraph B) 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 Contract Price and the Unit Rates are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Lump Sum Contract Price is: \$ \_\_\_\_\_

The Offerors proposal is based on installation of the following type(s) of windows:

Manufacturer: \_\_\_\_\_ Model(s): \_\_\_\_\_

The Offerors proposal is based on installation of the following type(s) of doors:

Manufacturer: \_\_\_\_\_ Model(s): \_\_\_\_\_

The Offeror acknowledges and understands that the Lump Sum Contract Price is a firm, fixed price to fully complete the work shown on the drawings and specifications and that such amount includes funding for work which is not shown on the drawings and specifications but which is reasonably inferable therefrom.

B. The Unit Rates are: \$(see attached schedule)

The Offeror acknowledges and understands that rates provided on the attached schedule are unit rates for the items indicated thereon.

C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

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 ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]**

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

Mr. Jonathan Kayne

[DATE]

Page 3 of 3

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**RFP FOR WINDOW REPLACEMENT & DOOR REPLACEMENT  
BANCROFT ELEMENTARY SCHOOL  
SCHEDULE OF UNIT RATES**

<b>ITEM</b>	<b>UNIT OF MEASURE</b>	<b>PRICE PER UNIT</b>
Masonry Repointing	Linear Foot	
Replacing deteriorated existing steel lintels with new, hot-dipped galvanized steel lintels	Linear Foot	
Replacing existing brick with new	Square Foot	
Replacing existing concrete window sills with new precast concrete window sills	Linear Foot	
Plaster Wall Restoration	Square Foot	

**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
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel
Jeffery Bonvechio	Deputy Director, Capital Projects and Facilities Management

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

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B. Leftwich, LLC

Thomas D. Bridenbaugh

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

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C. Brailsford & Dunlavey  
McKissack & McKissack

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

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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: \_\_\_\_\_

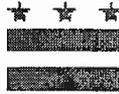
**Attachment D**

**Tax Affidavit**

**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.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

**Attachment E**

**Davis-Bacon Wage Rates**

General Decision Number: DC150002 04/03/2015 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
4	04/03/2015

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

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 passage 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

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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

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CARP1831-002 04/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.59	8.58

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ELEC0026-016 11/03/2014

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

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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

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IRON0201-006 05/01/2014

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

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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, ladders 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
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PAIN0051-015 06/01/2014

	Rates	Fringes
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PAINTER

Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.05
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PLAS0891-005 07/01/2013

	Rates	Fringes
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PLASTERER.....	\$ 28.33	5.85
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PLAS0891-006 02/01/2014

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61
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PLAS0891-007 08/01/2014

	Rates	Fringes
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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
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PLUMBER.....	\$ 38.92	16.35+a
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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.

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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 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

-----  
 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

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 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
--	----------

POINTNER, 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.

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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.

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#### 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

**Attachment F**

**Bid Guarantee 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: \_\_\_\_\_