



**D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS**

**RENOVATION OF THE 4TH, 5TH, AND 7TH FLOORS AT THE REEVES CENTER
2000 14TH STREET, NW, WASHINGTON, DC 20009**

Issue Date: July 27, 2012

Pre-Proposal Conference: August 8, 2012 at 11:00 A.M. Local Time

Proposal Due Date: August 20, 2012 by 2:00 P.M. Local Time

Contact: Annmarie McQueen
Contract Specialist
Contracts & Procurement Division
2000 14th Street NW 8th Floor
Washington, DC 20009
202-727-2800

Solicitation Number: DCAM-12-CS-0174

Executive Summary

The Department of General Services (“Department”) is issuing this Request for Proposals (“RFP”) to engage a contractor to renovate the 4th, 5th and 7th floors at the Reeves Center, located at 2000 14th Street, NW, Washington, DC 20009 in accordance with the Department Drawings and Specifications, titled DOC/FEMS Relocation, dated 04/30/2012, incorporated herein as Attachment A. The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Chief Contracting Officer (CCO) at the pre-construction meeting to be scheduled 7-10 days after award and shall begin performance and complete all the work within one hundred twenty (120) calendar days from the date specified in the written Notice to Proceed (NTP).

A.1 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 proposals 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.2 Contractor’s Compensation:

The Department intends to obtain lump sum bids for this work. The lump sum bid by the Offeror should include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum should also include sufficient funding to fund items that are not specifically identified on the drawings but which are reasonably inferable therefrom. The lump sum bid should include the price for the base bid (CLIN 0001) and options (CLINS) 0002 through 0004.

A.3 Procurement Schedule:

The schedule for this procurement is as follows:

- Issue RFP - July 27, 2012
- Pre-proposal Conference - August 8, 2012 at 11:00 am
- Last Day for Questions/Clarifications - August 10, 2012 at 3:00 pm
- Proposals Due - August 20, 2012 at 2:00 pm

A.4 Attachments:

- Attachment A** - Drawings & Specifications (See Section B.3)
- Attachment B** - Form of Offer Letter
- Attachment C** - Disclosure Statement
- Attachment D** - Tax Affidavit (available at www.ocp.dc.gov)

Attachment E
Attachment F
Attachment G
Attachment H
Attachment I

- Davis-Bacon Wage Rate
- Bid Guaranty Certification
- Bid Bond Form
- Subcontracting Plan Form
- Way to Work Notice and Fact Sheet

SECTION B

SCOPE OF WORK

B.1 Scope of Work:

In general, the selected Contractor shall be required to provide all labor, tools, equipment and materials necessary to perform the work called for in the drawings and specifications. To the extent there is an inconsistency between the drawings and specifications, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its proposal, each Offeror shall carefully review the drawings and specifications and shall bring any inconsistency or error in the drawings and specifications to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order, and the Contractor shall assume the risk of such inconsistency or error. The Project must be completed within one hundred twenty (120) calendar days from the date specified in the written NTP.

B.1.1 The selected Contractor shall perform all of the work in first class and workmanlike manner. Any equipment or materials called for in the drawings shall be new unless otherwise approved by the Department in advance and in writing.

B.1.2 The Contractor shall provide submittals as indicated in the drawings to the Department for its review and approval prior to proceeding with the work.

B.1.3 The Contractor's scope of work shall include the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

B.1.4 The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the Work and to remove such at the end of the work and shall leave the site in broom clean condition.

B.1.5 With the exception of the building permit, 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.1.6 The costs of any necessary security shall be included in the Offeror's lump sum bid.

B.1.7 The Contractor shall provide maximum weather protection and eliminate water/moisture penetration into existing spaces for the duration of the construction project.

B.1.8 Freight elevators may be the only elevators used during construction. If required for an extended amount of time, usage must be coordinated through the Building Manager.

B.1.9 The Contractor shall coordinate all Fire Alarm related tasks according to the following:

B.1.9.1 All necessary coordination with Siemens through the Department.

B.1.9.2 Replace all fire alarm devices with new devices – all have to be synced together.

B.1.10 Fire Protection – requirement to complete design based off drawings in order to meet code and pass final inspection – includes adding sprinkler heads if required, etc.

B.1.11 Any VAV box or control work that might take place shall be coordinated with Pepco and EASI Controls.

B.1.12 Door Locks/Cylinders – The Contractor shall coordinate with the Building Manager and the Department before starting keying process. All locks/cylinders shall be purchased according to Department requirements.

B.1.13 Security – The Contractor shall coordinate with Protective Services Police Department (PSPD). Contractor shall purchase all necessary equipment and install.

B.1.14 The Contractor shall include replacement of SCU filters on the entire floor once a month during the construction period.

B.1.15 The Contractor shall coordinate loading dock access with the Building Manager with a minimum of five (5) days notice.

B.1.16 Vehicle parking for Contractor and construction personnel shall be the responsibility of the Contractor. The Contractor shall not park within areas used by Reeves Center staff.

B.1.17 The Contractor shall limit the use of site to areas within the Project scope, and shall not disturb portions of Project site beyond areas in which the work is indicated. Site has very limited lay down area.

B.1.18 The Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The Contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.

B.1.19 The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B.1.20 The Contractor shall not interrupt utilities serving others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

B.1.20.1 The Contractor shall notify the Contracting Officer's Technical Representative (COTR) no less than seven (7) work days in advance of proposed utility interruptions. The Contractor shall not proceed with utility interruptions without the COTR's written permission.

B.1.20.2 The Contractor shall coordinate with the COTR operations that may result in high levels of noise and vibration, odors, or other disruption to District occupancy.

B.1.20.3 The Contractor shall notify the Building Manager, CM, and COTR not less than seven (7) business days in advance of proposed disruptive operations and obtain COTR's written permission before proceeding with disruptive operations.

B.1.21 Inspections shall be coordinated with the COTR to avoid delays in the construction schedule and completion date.

B.1.22 The District may appoint other entities to manage day-to-day activities of the Project.

B.2 Supervision & Coordination:

The Contractor shall be required to properly supervise and coordinate its work. At a minimum, the Contractor shall undertake the following tasks:

- Participate and assist in Project/Planning meetings.
- Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- Conduct periodic progress meetings following a Contractor generated agenda with the COTR.
- 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 Department through any applicable warranty periods.

B.3 Drawings & Specifications:

Drawings & Specifications, titled DOC/FEMS Relocation, dated 04/30/2012, and incorporated herein as Attachment A, *are not physically attached herewith, but available from Blueboy Document Imaging, 214 L Street, NE, Washington, DC 20002 Phone 202-265-0272 Fax 202-986-0172, D.C.*

List of drawings:

DRAWING NO.	DRAWING TITLE
G-000	COVER SHEET
G-001	EGRESS PLAN & CODE ANALYSIS
G-002	PARTITION TYPES AND DETAILS, DOOR SCHEDULE & ELEVATIONS/HARDWARE SCHEDULE

ID-104	DEMOLITION PLAN – LEVEL 04
ID-105	DEMOLITION PLAN – LEVEL 05
ID-107	DEMOLITION PLAN – LEVEL 07
I-104	PARTITION PLAN – LEVEL 04
I-105	PARTITION PLAN – LEVEL 05
I-107	PARTITION PLAN – LEVEL 07
I-204	REFLECTED CEILING PLAN – LEVEL 04
I-205	REFLECTED CEILING PLAN – LEVEL 05
I-207	REFLECTED CEILING PLAN – LEVEL 07
I-304	TELEPHONE/DATA/ELECTRICAL PLAN – LEVEL 04
I-305	TELEPHONE/DATA/ELECTRICAL PLAN – LEVEL 05
I-307	TELEPHONE/DATA/ELECTRICAL PLAN – LEVEL 07
I-404	FINISH PLAN – LEVEL 04
I-405	FINISH PLAN – LEVEL 05
I-407	FINISH PLAN – LEVEL 07
I-504	FURNITURE PLAN – LEVEL 04
I-505	FURNITURE PLAN – LEVEL 05
I-507	FURNITURE PLAN – LEVEL 07
I-600	ADD ALTERNATE PLANS
I-700	ELEVATIONS
I-701	ELEVATIONS CONTINUED
I-800	MILLWORK SECTION
I-801	FLOOR AND CEILING TRANSITIONS
I-900	SIGNAGE LEGEND
I-904	SIGNAGE PLAN – LEVEL 04
I-905	SIGNAGE PLAN – LEVEL 05
I-907	SIGNAGE PLAN – LEVEL 07
S-101	STRUCTURAL
M-001	MECHANICAL COVER SHEET
M-101	MECHANICAL 4 TH FLOOR PLAN
M-102	MECHANICAL 5 TH FLOOR PLAN
M-103	MECHANICAL 7 TH FLOOR DEMOLITION PLAN
M-104	MECHANICAL 7 TH FLOOR NEW WORK PLAN
M-105	MECHANICAL ROOF PLAN
M-501	MECHANICAL DETAIL SHEET
M-601	MECHANICAL SCHEDULE SHEET
M-602	MECHANICAL SCHEDULE SHEET
P-001	PLUMBING COVER SHEET
P-101	PLUMBING 4 TH FLOOR PLAN
P-102	PLUMBING 5 TH FLOOR PLAN
P-103	PLUMBING 7 TH FLOOR PLAN
E-001	ELECTRICAL COVER SHEET
E-104	ELECTRICAL 4 TH FLOOR LIGHTING PLAN
E-105	ELECTRICAL 5 TH FLOOR LIGHTING PLAN
E-107	ELECTRICAL 7 TH FLOOR LIGHTING PLAN
E-204	ELECTRICAL 4 TH FLOOR POWER PLAN
E-205	ELECTRICAL 5 TH FLOOR POWER PLAN
E-207	ELECTRICAL 7 TH FLOOR POWER PLAN
E-304	ELECTRICAL 4 TH FLOOR POWER HVAC PLAN
E-305	ELECTRICAL 5 TH FLOOR POWER HVAC PLAN
E-307	ELECTRICAL 7 TH FLOOR POWER HVAC PLAN
E-310	ELECTRICAL ROOF POWER HVAC PLAN
E-501	ELECTRICAL DETAILS

E-502	ELECTRICAL DETAILS
E-601	ELECTRICAL RISER AND SCHEDULE SHEET
E-602	ELECTRICAL SCHEDULE SHEET
FA-001	FIRE ALARM COVER SHEET
FA-104	FIRE ALARM 4 TH FLOOR PLAN
FA-105	FIRE ALARM 5 TH FLOOR PLAN
FA-107	FIRE ALARM 7 TH FLOOR PLAN
FA-501	FIRE ALARM DETAILS

B.4 Personnel:

The Contractors personnel shall have the necessary experience and licenses to perform the required work.

B.5 Licensing, Accreditation and Registration:

The Contractor and all of its subcontractors and sub-consultants (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.6 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.7 Software Requirements:

B.7.1 PROLOG Software Interface Requirements – The District will provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the COTR.

B.7.2 Scheduling Software Requirement – The Contractor shall use Primavera 6 Prolog to prepare and submit any and all schedules required for this project.

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. Applicable wage determination is attached hereto as **Attachment E**.

B.9 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.10 Time is of the Essence:

Time is of the essence with respect to the contract. The Project must be substantially complete within one hundred twenty (120) calendar days from the date specified in the written NTP. As such, the Contractor shall dedicate such personnel and other resources as 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, or being a local business enterprise with its principal office located in an enterprise zone. (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.

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

C.2 SLDBE Participation:

C.2.1 This Request for Proposals (RFP) is designated for the **Set-Aside Market** with a 35% SBE Subcontracting Set-Aside for contracts over \$250,000.00. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a Subcontracting Plan that is required by law. For construction contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section. Offerors shall 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. Offerors shall submit the Subcontracting Plan Form included as **Attachment H** with the Utilization Plan.

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 III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto 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; and (v) submit monthly compliance reports to DOES by the 10th of each month.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Selection Criteria:

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

- Experience & References (25 points)
- Key Personnel (20 points)
- Project Management Plan (15 Points)
- Preliminary Construction Schedule (10 points)
- Price (30 points)

D.2 Evaluation Process:

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

D.3 Evaluation Committee:

Each submission will be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee will 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 will select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.4 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.4.1 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 shall then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.4.2 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.4.3 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.4.4 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.5 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 contractor whose proposal conforming to the solicitation is deemed most advantageous to the District.

D.6 Non-Responsive Pricing:

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

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification:

Submissions shall be proffered in an original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Renovation of the 4th, 5th and 7th Floors at the Reeves Center."

E.2 Delivery or Mailing of Submissions:

Submissions shall be delivered or mailed to:

**Department of General Services
Attn: JW Lanum
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 671-2255**

E.3 Date and Time for Receiving Submissions:

Submissions shall be received no later than 2:00 pm local time on August 20, 2012. 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:

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 (2) separate volumes as follows:

E.5 TECHNICAL PROPOSAL SECTION – VOLUME I

E.5.1 Executive Summary

Each Offer shall provide a summary of no more than three (3) pages of the information contained in the following sections.

E.5.2 General Information and Firm(s) Data

Each Offeror shall provide the following information for the Contractor and each of its subcontractors.

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

E.5.3 Disclosure Form

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

E.5.4 Relevant Experience and Capabilities

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 projects the Offeror has worked on in the last five (5) years that are similar to this project. For purposes of this paragraph, similar shall mean: construction projects of two million (\$2,000,000) dollars and above for major interior build-outs (ii) constructing renovation projects in an urban setting; (iii) knowledge of, and access to, the local subcontracting market; and (iv) 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 up to twenty five (25) points.

A. The Offeror shall submit 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:

- Project name and location;
- Name, address, contact person and telephone number for owner reference;
- Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
- Completed size in SF;
- Time period of the construction;
- Identification of personnel involved in the selected project who are proposed to work on this project; and
- Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget.

E.5.5 Key Personnel

Offerors shall assign senior personnel to this Project who have experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Proposals should identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent and (iii) the Project Manager responsible for the Project. The Offeror shall provide resumes for the aforementioned key personnel. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Offerors shall provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty (20) points.

E.5.6 Project Management Plan

Offerors shall to submit a Project Management Plan. The Project Management Plan should clearly explain how the Design-Builder 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 in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; and (iv) 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 team members have working together on similar projects. This element of the evaluation is worth up to fifteen (15) points.

E.5.7 Preliminary Schedule

Offerors shall submit with their Project Management Plan a schedule that shows the anticipated manner in which the Project will be constructed. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This element of the evaluation is worth up to ten (10) points.

E.6 PRICE PROPOSAL SECTION – VOLUME 2

E.6.1 Price

The Offeror shall submit the Form of Offer Letter in substantially the form of **Attachment B**. This element of the evaluation is worth up to thirty (30) points.

E.6.2 Tax Affidavit

Each Offeror shall 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.6.3 Bid Guaranty Certification

Each Offeror shall submit the Bid Guaranty Certification substantially in the form of **Attachment F**. See Section H for further instructions.

E.6.4 Proposal Bond Form

Each Offeror shall submit the Proposal Bond Form substantially in the form of **Attachment G**.

E.6.5 Subcontracting Plan Form

Each Offeror shall submit the Subcontracting Plan Form substantially in the form of **Attachment H**.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person:

For information regarding this RFP please contact:

*Annmarie McQueen
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 671-2255*

F.2 Pre-Proposal Conference:

A pre-proposal conference will be held on August 8, 2012 at 11:00 a.m. The conference will be held in the community conference room at 2000 14th Street, NW, 2nd Floor, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors:

Each Offeror shall 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 will 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 will not be binding.

Requests shall be directed to Annmarie McQueen via e-mail at annmarie.mcqueen@dc.gov no later than the close of business on August 10, 2012 at 3:00 p.m.

F.4 Protests:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief Contracting Officer (CCO) under §4732 and §4733. Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based

on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

F.5 Contract Award:

This procurement is being conducted in accordance with the provisions of §4721 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

F.6 Retention of Submissions:

All submissions will be retained by the Department and therefore will not be returned to the Offerors. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has 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 Department designated in this RFP after the exact time specified for receipt will 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 RFP 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 one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions:

The Department will 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.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance:

GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Chief Contracting Officer giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.1.1 Certificate of Insurance Requirement: The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

G.1.2 Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 per aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

G.1.3 Automobile Liability Insurance: The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

G.1.4 Workers' Compensation Insurance: The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

G.1.5 Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$5000,000 for policy disease limit.

G.1.6 Umbrella or Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as additional insured.

G.1.7 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 begins.

G.1.8 Duration: Except as provided in G.1.7, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.1.9 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

G.1.10 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.1.11 Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

G.1.12 Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

*Diane B. Wooden
Manager of Construction Services
Department of General Services (DGS)
2000 14th Street, N.W. – 8th Floor
Washington, D.C. 20009
Telephone: 202-671-2405
E-mail: diane.wooden@dc.gov*

SECTION H

BONDS

H.1 Proposal Bond:

Offerors shall submit with their proposal a proposal bond in the amount of \$110,138.00 on the form included as Attachment G. 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 proposal 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 will collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a proposal bond, the Offeror shall complete the form included as **Attachment F** and return, notarized, with the Offeror's proposal. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; 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 Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's proposal submitted thereunder.

H.2 Contractor's Payment and Performance Bond:

The Contractor shall be required to post a payment and performance bond having a penal value of the contract amount.

Attachment B

Attachment B

[Contractor's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Attn: Mr. Brian J. Hanlon
Director/Chief Contracting Officer

Reference: Request for Proposals – Renovation of the 4th, 5th, and 7th Floors at the Reeves Center

Dear Mr. Hanlon:

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") for Renovation of the 4th, 5th, and 7th Floors at the Reeves Center. 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 (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 and the Lump Sum Price are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
0001	Renovation of the 4 th , 5 th and 7 th floors at Reeves Center, in accordance with Section C of this solicitation package and the DGS drawings and specifications at Attachment A.	\$ _____

OPTIONS

Option 1

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
0002	Substitution of stain grade doors in lieu of paint grade doors at all offices as noted on drawing page G-002	\$ _____

Option 2

CLIN	DESCRIPTION	LUMP SUM PRICE
0003	Replacement of finishes in 7 th floor Main Elevator lobby as noted on drawing page I-600	\$ _____

Option 3

CLIN	DESCRIPTION	LUMP SUM PRICE
0004	Replacement of finishes on 4 th and 5 th floor main elevator lobby and catwalk as noted on drawing page I-600	\$ _____

Exercise of Options: Exercise of Options listed as CLINS 0002 thru 0004 is dependent on availability of funds before completion of the project. CLINs 0002 thru 0004 will be evaluated.

- A. The Lump Sum Price for CLIN 0001 is: \$ _____
- B. The Total Lump Sum Price for CLINS 0002 thru 0004 is: \$ _____
- C. The Grand Total Price for CLINS 0001 thru 0004 is: \$ _____

The Offeror, for CLIN 0001, must submit for each of the components of work (Divisions) listed on the Price Breakdown Form (Exhibit 1), the price of each Division Component. The sum of all the prices for each Division Component must equal the Lump Sum Price for CLIN 0001. In the event of discrepancies between or among the Lump Sum Price and the Price Breakdown of each Division Component, the Lump Sum Price shall control.

The Offeror acknowledges and understands that the Lump Sum Price is a firm, fixed price and intended to be Offeror's sole compensation for the services required under the contract and should include sufficient funding for all of the Offeror's costs associated with the work, including, but not limited to, labor, tools and equipment, materials and supplies, and overhead, insurance and profit. Failure to submit a complete a complete Price Breakdown for CLIN 0001 shall not to any extent qualify the Offeror's commitment to complete the entire project at the above stated Lump Sum Price. The District may use the Price Breakdown as a guide during contract administration.

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 one hundred twenty (120) days after the RFP closing date.

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 proposal. 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 proposal.

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.

7. This Offer Letter 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: _____

Exhibit 1

Breakdown into Divisions of Lump Sum Price Proposal.

CSI DIVISION NO.	DESCRIPTION	PRICE OF EACH DIVISION COMPONENT
Div. 01	General Requirements	
Div. 02	Existing Conditions (inc. abatement & demo. of exist. structure)	
Div. 03	Concrete	
Div. 04	Masonry	
Div. 05	Metals	
Div. 06	Woods and Plastics	
Div. 07	Thermal and Moisture Protection	
Div. 08	Openings	
Div. 09	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 21	Fire Suppressions	
Div. 22	Plumbing	
Div. 23	Heating, Ventilation and Air Conditioning	
Div. 26	Electrical	
Div. 27	Communications	
Div. 28	Electronic Safety and Security	
Div. 32	Exterior Improvements	
Div. 33	Utilities	
	LUMP SUM PRICE	\$ _____

Attachment C

Attachment C -Disclosure Statement

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

Brian J. Hanlon	Director
Scott Burrell	Interim Chief Operating Officer
JW Lanum	Associate Director/Contracting Officer
Camille Sabbakhan	Interim General Counsel
Charles J. Brown, Jr.	Interim Deputy General Counsel

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

B. Hickok Cole Architects

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: _____

Attachment E

General Decision Number: DC120002 04/06/2012 DC2

Superseded General Decision Number: DC20100004

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).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/20/2012
3	02/17/2012
4	03/30/2012
5	04/06/2012

ASBE0024-007 10/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.79	14.73

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

ASBE0024-008 10/01/2010

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 19.86	7.10

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 10/01/2010

	Rates	Fringes
FIRESTOPPER.....	\$ 25.10	7.24

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 05/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 27.21	7.76

CARP0132-008 05/01/2011

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 26.74	7.45
PILEDRIVERMAN.....	\$ 24.94	8.15

CARP1831-002 04/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 30.24	7.65

ELEC0026-016 06/01/2011

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 39.75	3%+13.10

ELEC0026-017 09/01/2008

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 24.25	3%+6.87

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 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.70	23.535+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 08/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 28.58	14.695

IRON0201-006 05/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.20	14.33

LABO0657-015 09/05/2011

	Rates	Fringes
LABORER: Skilled.....	\$ 20.88	6.47

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, 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, structural demolition.

MARB0002-004 05/01/2011

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 32.88	13.99

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 05/01/2011

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.04	9.89

MARB0003-007 05/01/2011

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 20.48	8.74

MARB0003-008 05/01/2011

	Rates	Fringes
TILE SETTER.....	\$ 25.29	9.89

MARB0003-009 05/01/2011

	Rates	Fringes
TILE FINISHER.....	\$ 20.48	8.74

PAIN0051-014 01/01/2012

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 23.92	9.11
Glazing Contracts over \$2 million.....	\$ 26.64	9.11

PAIN0051-015 01/01/2012

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.14	8.91

PLAS0891-005 07/01/2011

	Rates	Fringes
PLASTERER.....	\$ 27.66	5.82

PLAS0891-006 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.58

PLAS0891-007 08/01/2011

	Rates	Fringes
--	-------	---------

FIREPROOFER

Handler.....	\$ 15.00	3.89
Mixer/Pump.....	\$ 17.00	3.89
Sprayer.....	\$ 21.50	3.89

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.

PLUM0005-008 08/01/2011

	Rates	Fringes
PLUMBER		
Apartment Buildings over 4 stories (except hotels).....	\$ 23.41	9.51+a
ALL Other Work.....	\$ 38.17	15.50+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 08/01/2011

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 37.62	17.22+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 05/01/2011

	Rates	Fringes
ROOFER.....	\$ 26.60	8.98

* SFDC0669-002 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.53	17.47

SHEE0100-015 07/01/2011

Rates	Fringes
-------	---------

SHEET METAL WORKER (Including
HVAC Duct Installation).....\$ 37.09 13.61

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)).

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

=====

END OF GENERAL DECISION

Attachment G



Attachment G

GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFER BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Offer Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
	AMOUNT NOT TO EXCEED			
	<small>MILLION(S)</small>	<small>THOUSAND(S)</small>	<small>HUNDRED(S)</small>	<small>CENTS</small>
	OFFER IDENTIFICATION			
	OFFER OPENING DATE		INVITATION NO.	
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the offer identified above. NOW THEREFORE, if the Principal shall not withdraw said offer within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said offer, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said offer and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the offer that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the offer.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this offer bond and have affixed their seals on the date set forth above.</p>				

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the offer identified above. **NOW THEREFORE**, if the Principal shall not withdraw said offer within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said offer, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said offer and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the offer that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the offer.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this offer bond and have affixed their seals on the date set forth above.

PRINCIPAL		
1. SIGNATURE	1. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	
2. SIGNATURE	2. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____, Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a offer guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

Attachment H

Attachment H

SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:	
Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____% <div style="display: flex; justify-content: space-around; font-weight: bold; font-size: small;"> LSDBE Subcontract Value Percentage Set Aside </div>

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; font-size: x-small;"> <tr> <td style="width: 20px;">SBE:</td> <td style="width: 20px;">LBE:</td> <td style="width: 20px;">DBE:</td> <td style="width: 20px;">DZE:</td> <td style="width: 20px;">ROB:</td> <td style="width: 20px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:	
Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

FOR CO USE ONLY

(SUBCONTRACTORS LIST CONTINUED)

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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SUBCONTRACTOR INFORMATION:										
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