GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

DC DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

ROOF REPLACEMENT AT WINSTON EDUCATION CAMPUS

March 6, 2012

Proposal Due Date:	**March 29, 2012 by 2 p.m. EDT**
Preproposal Conference:	**March 14, 2012 at 10:30 a.m. EDT** **RFK Stadium – Lot 4, Gate F**
Contact:	Thomas D. Bridenbaugh Leftwich & Ludaway, LLC 1400 K Street, NW Suite 1000 Washington, D.C. 20005 Phone: (202) 434-9100
Solicitation Number:	DCAM-12-CS-0110

Executive Summary

The Department of General Services ("Department" or "DGS") is issuing this Request for Proposals ("RFP") to engage a roofing contractor to replace the roof at Winston Education Campus located at 3100 Erie Street, SE, Washington, DC (the "Project School") no later than July 18, 2012 (the "Project").

A.1 Design Assist

DGS has commissioned a set of construction documents that generally describes the Work required to implement the Project. These drawings are being issued as part of this procurement and should serve as the basis for the proposals submitted by the Offerors. The selected Contractor will be required to complete the Work on a "design assist" basis and shall be responsible for: (i) completing or revising the design as necessary in order to implement a fully functioning roof; and (ii) constructing and installing such Work as may be necessary to deliver a fully functioning roof. DGS envisions that revisions to the drawings may be required in order to address coordination issues that arise in the field. Offerors should ensure that the amount quoted in the proposal includes sufficient funding to address the issues (both with regard to design fees and hard construction costs) as such events WILL NOT justify a change in the price quoted by the Offeror. Drawings and Specifications are included at **Attachment A**.

A.2 Form of Contract

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

A.3 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 and specifications but which are reasonably inferable therefrom.

A.4 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible and desires that such businesses perform

at least fifty percent (50%) of the work under this procurement. Of this amount, at least thirty five percent (35%) must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission, and twenty percent (20%) to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the Contractor and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

A.5 Selection Criteria

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

- Experience & References (15 points)
- Key Personnel (15 points)
- Work Plan and Schedule (20 points)
- Cost (40 points)
- LSDBE Compliance/Utilization (10 points)

A.6 Project Schedule

The preliminary project schedule is as follows:

- Notice to Proceed - on or about April 27, 2012
- Substantial Completion - July 18, 2012

A.7 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - March 6, 2012
- Pre-proposal Conference - March 14, 2012 at 10:30 am
- Last Day for Questions/Clarifications - March 22, 2012
- Proposals Due - March 29, 2012 at 2:00 pm
- Notice of Award - April 23, 2012

A.8 Attachments

Attachment A	- Drawings & Specifications
Attachment B	- Offer Letter
Attachment C	- Disclosure Statement
Attachment D	- Tax Affidavit
Attachment E	- Davis Bacon Wage Rates
Attachment F	- Bid Guaranty Certification

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 attached as **Attachment A**. To the extent there is an inconsistency between the drawings and the 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 substantially completed no later than July 18, 2012.

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 and specifications 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 specifications 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 shall be required to coordinate its work with school personnel so as to ensure that school activities are not adversely affected.

B.1.5 The Contractor, at no additional cost to DGS, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by DGS 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.1.6 The Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

B.1.7 The Project is being bid on a Design Assist basis. While the Department believes that the drawings are complete in all material respect, Offerors will be required to verify that the drawings are accurate and coordinate the Project work around the existing building conditions. Contractor should verify existing conditions as noted on the drawings.

B.1.8 The Department will hold any necessary abatement and hygienist contracts for the abatement of hazardous materials on the Project site. The selected contractor will be required to coordinate the abatement efforts with the abatement contractors.

B.1.9 The costs of any necessary security should be included in the Offeror's lump sum bid.

B.2 Supervision & Coordination

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

- Participate and assist in Project/Planning meetings
- Maintain full-time on-site construction supervision 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 Program Manager
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project
- Prepare payment requests, verify accuracy and forward to The Department for approval and payment
- Assemble close-out documents required
- Provide assistance to the Department through any applicable warranty periods

B.3 Key Personnel

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. 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.4 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.5 Conformance with Laws

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

B.6 Davis-Bacon Act

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

B.7 Apprenticeship Act

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

B.8 Time if of the Essence

Time is of the essence with respect to the contract. The Project must be substantially complete by July 18, 2012. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

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

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

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

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

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

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

C.2 SLDBE Participation

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

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter 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, including the newly established workforce participation requirements. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of $100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of $500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, ("Act") 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 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 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of

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

D.3.4 Topics

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

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the Construction Team 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 with: (i) installing and/or repairing roofs; (ii) knowledge of school facilities; (iii) knowledge of, and access to, the necessary supplies, labor and materials; 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 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 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 availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Please 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 fifteen (15) points.

D.4.3 Cost (40 points)

Offerors will be required to bid a firm fixed price. This element of the evaluation is worth up to forty (40) points.

D.4.4 LSDBE Compliance/Utilization (10 points)

The Department desires the selected Contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This factor of the evaluation will be worth up to ten (10) points.

D.4.5 Work Plan and Schedule (20 Points)

Offerors are required to submit a Work Plan and Schedule. The Work 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 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 schedule should demonstrate the anticipated manner in which the Project will be constructed. The schedule should also show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. 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 up to twenty (20) 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 an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Roof Replacement Services at Winston Education Center."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW, 5th Floor
Washington, DC 20009

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EDT, on March 29, 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 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 as follows:

E.4.1 Bid Form

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

E.4.2 Disclosure Form

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

E.4.3 Executive Summary

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

E.4.4 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal construction 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 six months

   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. 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.4.5 Relevant Experience and Capabilities

A. List all projects that the Offeror has worked on in the last 5 years that are similar to this project. For purposes of this paragraph, similar shall mean roof replacement services in commercial or school facilities. This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on-budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.

B. 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

E.4.6 Work Plan

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

E.4.7 Preliminary Construction Schedule

Each Offeror should prepare a preliminary construction schedule that shows how the Offeror intends to complete the project in a timely manner. The schedule should be prepared using a critical path method and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

E.4.8 Cost Information

The Offeror should submit the Bid Form in substantially the form of **Attachment B**.

E.4.9 Local Business Utilization Plan

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

E.4.10 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 & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

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

F.2 Preproposal Conference

A preproposal conference will be held on March 14, 2012 at 10:30 am EDT. The conference will be held at RFK Stadium – Lot 4, Gate F entrance. Interested Offerors are encouraged to attend.

F.3 Explanations to Prospective Offerors

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

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on March 22, 2012. The person making the request shall be responsible for prompt delivery.

F.4 Protests

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

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

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

F.5 Contract Award

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

F.6 Retention of Submissions

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

F.7 Examination of Submissions

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

F.8 Late Submissions: Modifications

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

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

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

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

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

F.9 No Compensation for Preparation of Submissions

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

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

A. To cancel this solicitation or reject all submissions.

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

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

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

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

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

F.11 Limitation of Authority

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

F.12 Non-Responsive Pricing

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

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

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 Two Million Dollars ($2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars ($1,000,000) 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 Contractor, or its contractors and subcontractors at or in connection with the Work.

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

G.1.4 Builder's risk insurance written on an "all risk" basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

G.2 Additional Insureds

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

G.3 Waiver of Subrogation

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

G.4 Strength of Insurer

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

SECTION J BONDS

J.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of $15,000. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment F** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

J.2 Contractor's Payment and Performance Bond

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

Attachment A

Drawings & Specifications

Drawings and Specifications for the Project are available at:

https://leftwichlaw.box.com/s/z5yxahtzl5d3yx8lff0u

Attachment B

[Offeror's Letterhead]

[Insert Date]

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

Att'n: Mr. Brian Hanlon
Interim Director

Reference: Request for Proposals
Roof Replacement at Winston Education Campus

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") to provide Roof Replacement Services at Winston Education Campus. 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 Contract 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 Contract Price are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Lump Sum Contract Price is: $_____

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. 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 ADVISES 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 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: _____

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. Office of Public Education Facilities Modernization

Brian J. Hanlon	Interim Director
Scott Burrell	Interim Chief Operating Officer
JW Lanum	Interim Associate Director, Contracts and Procurement Division
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. Leftwich & Ludaway

Thomas D. Bridenbaugh

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

_____
_____
_____
_____
_____

C. Brailsford & Dunlavey
McKissack & McKissack

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:

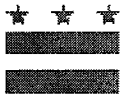
By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT D

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

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

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

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

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.

General Decision Number: DC120002 02/17/2012 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

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

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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

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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 pasage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor

components, sealing of penetrating items and blank openings.

BRDC0001-002 05/01/2011

	Rates	Fringes
BRICKLAYER	$ 27.21	7.76

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* 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

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* ELEC0026-016 06/01/2011

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

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* 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 06/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	$ 28.83	13.295

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

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* 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

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* 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.

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* 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 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 29.95	17.00

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.

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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)).

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.

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END OF GENERAL DECISION

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 _____, 2011, 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: _____