



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

**INDEFINITE DELIVERY/INDEFINITE QUANTITY FOR
GENERAL CONSTRUCTION-DESIGN BUILD SERVICES
SOLICITATION NO. DCAM-13-CS-0116**

Issue Date: February 28, 2013

Pre-Proposal Conference: March 7, 2013 at 11:00 a.m. EST

to be held at:

**Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009**

Proposal Due Date: March 18, 2013 by 2:00 p.m. EST

Contact: Kesha Y. James
Contracts and Procurement Division
2000 14th Street, NW
8th Floor
Washington, D.C. 20009
(202) 678-0608 (office)
(202) 671-0647 (fax)

A.2.2 A narrative scope of work will be issued to two (2) or three (3) of the ID/IQ contract holders and each of those contractors will be provided with an opportunity to walk the project with the Department's representatives in order to better understand and clarify the work. Drawings, specifications and any other documentation along with the applicable Davis Bacon Wage Rate will be included with each narrative scope of work. Each such contractor will then be required to submit a lump sum price for the proposed work. Although the exact amount of time that contractors will have to submit cost proposals will depend on the specifics of the individual projects, the Department envisions that contractors will typically be given five (5) to seven (7) business days to prepare and submit their cost proposals.

A.2.3 The Department will select the contractor to be awarded each such project primarily based on price, but the Department reserves the right to consider non-price factors when making such decisions and will also consider differences in scope and/or proposed finishes, equipment and materials.

A.3 Contractor's Compensation

In general, it is contemplated that Task Orders will be priced on a lump sum basis. As such and absent specific instructions to the contrary, proposed Task Order pricing should be "all inclusive" and should include sufficient funding to cover all of the contractor's costs necessary to complete the project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such professional services as may be required to complete the design and obtain the necessary permits.

A.4 Ordering Limitations

A.4.1 **Minimum Order:** The District guarantees the minimum order for the awardees in an amount of \$250.00 annually.

A.4.2 **Maximum Order:** The maximum order limitation for each Task Order and the total of all the Task Orders issued to a single Contractor during any one (1) contract year or option year period will not exceed \$950,000.00.

A.5 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - February 28, 2013
- Pre-proposal Conference - March 7, 2013 at 11:00 am
- Last Day for Questions/Clarifications - March 12, 2013
- Proposals Due - March 18, 2013
- Notice of Award - TBD

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (RFP) to engage multiple contractors to perform as-directed construction services in District of Columbia Municipal Buildings on an as needed basis. In general, DGS manages municipal buildings that include office buildings, fire and police stations and other similar facilities. Given the nature of the portfolio, small construction projects arise on a recurring basis.

The goal of this procurement is to establish multiple Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts for construction, repairs, renovations and small design-build projects in accordance with 27 DCMR Chapter 47, Section 4715. The contracts will allow District Agencies to use this vehicle to procure or obtain a wide variety of construction services when and where required.

This solicitation is being issued in the Set-Aside Market. Only companies that are certified by the District of Columbia Department of Small and Local Business Development may participate in this procurement.

A.1 Form of Contract

A.1.1 The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. Offerors should note, however, that the Contract will not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor. 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.1.2 The term of the ID/IQ contracts will be for a period of one (1) year with an option to extend for four (4) additional one (1) year option periods.

A.2 Project Delivery Method

A.2.1 Following the procedures in the Form of Contract, the District will issue to Contractors holding the ID/IQ contracts Requests for Task Order Proposals (RFTOPs) describing the contemplated work and, after evaluating offers, The District will award Task Orders (TOs) for the work. Contractors awarded TOs shall perform this work in the manner and within the time specified in the individual TOs. Contractors will accomplish the work in accordance with the terms and conditions of the ID/IQ Contracts and TOs.

A.6 Attachments

Attachment A - Form of Offer

Attachment B - Disclosure Statement

Attachment C - Tax Affidavit

Attachment D - Davis-Bacon Wage Rates

SECTION B SCOPE OF WORK

B.1 Scope of Work

The selected contractors will be required to perform general construction and small design-build services on an as needed basis as requested by the Department. These small construction projects may include building repairs, upgrades, and tenant-fit out improvements including, but not limited to, patching and plumbing, carpentry, masonry, window replacement, fire alarm repairs, electrical and other miscellaneous repairs as may be necessary at various District of Columbia Municipal buildings. Such work shall be performed on an as needed basis.

B.2 Central Office

Each Contractor will be required to maintain a central office between the hours of 7:00 am to 5:00 pm Monday through Friday with sufficient staffing. This office will be used to manage work associated with this contract and to dispatch work crews as requested by the Department. A separate office need not to be established, and it acceptable if the contractors elect to the run this project from its current office. The office should be equipped with telephone lines, a fax machine and email and such other equipment and supplies as are necessary to fulfill the work required under the contract.

B.3 Estimates

As projects are identified by the Department, narrative scopes of work will be issued to two (2) or more of the pre-qualified contractors for pricing. In general, the Department anticipates that two (2) or more selected ID/IQ Contractors will visit the proposed work site with a Department representative, and then submit a lump sum cost estimate for the Contractor to perform the work. These estimates shall be reviewed by the Department and a Task Order shall be issued to the ID/IQ Contractor that provides the best value to the Department. The Contractor shall not proceed with any work unless and until such estimate is approved by the Department and the Contractor is directed to begin work.

B.4 Coordination with DGS

The Contractor will be required to coordinate with the assigned Project Manager (PM) for each individual project. The work may be performed during normal business hours; however, the Contractor may be required to work after hours or on weekend and holidays as to not adversely impact the work of District Government employees/and or Contractors. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the PM assigned to the Task Order.

B.5 Project Site Safety

The Contractor will be required to ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District of Columbia employees, contractor and/or visitors. All such barricades and safety procedures shall be subject to the approval of the Department and its Project Manager.

B.6 Key Personnel

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. At a minimum, this should include the Project Executive, the key Project Manager(s) who will supervise the work, and the field superintendents who will oversee the work in the field. The Offeror should also indicate what percentage of each such person's time will be devoted to this Project. Absent death, disability or separation from the Offeror's employment, the Offeror will not be allowed to reassign any of the key personnel.

B.7 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.8 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 Government bodies.

B.9 Davis-Bacon Act

The Davis-Bacon Act is applicable to this solicitation. As such, the contractor and its trade contractors shall comply with the wage and reporting requirements imposed by the Davis-Bacon Act.

B.10 Apprenticeship Act

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

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 (1) 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

C.2.1 Mandatory Subcontracting Requirement

C.2.1.1 For contracts in excess of \$250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

C.2.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph C.2.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

C.2.1.3 A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1.1 and C.2.1.2.

C.2.1.4 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 extent should identify the specific firms that will be used and their respective roles.

C.3 CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS

C.3.1 If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the

subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

- C.3.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

C.4 **PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES**

- C.4.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

- C.4.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

C.5 **PERFORMANCE REQUIREMENT FOR CONTRACTS OF \$1 MILLION OR LESS**

If this is a construction contract of \$1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.

C.6 **SUBCONTRACTING PLAN**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section C.2. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract in accordance with the provisions of Section C.2, but fails to submit a subcontracting plan with its offer. Once the plan is approved by the CO, changes to the plan will

only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- C.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- C.6.2 Statements of the dollar value of the offer that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- C.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- C.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- C.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- C.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- C.6.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - C.6.7.1 A list 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 assurances that the prime contractor will make such records available for review upon the District's request; and
 - C.6.7.2 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

C.7 COMPLIANCE REPORTS

C.7.1 By the 21st of every month following the execution of the contract, the prime contractor shall submit to the Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

C.7.1.1 The dollar amount of the contract or procurement;

C.7.1.2 A brief description of the goods procured or the services contracted for;

C.7.1.3 The name and address of the business enterprise from which the goods were procured or services contracted;

C.7.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

C.7.1.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

C.7.1.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in C.3 and C.4 and its approved Subcontracting Plan; and

C.7.1.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in C.3 and C.4 and its approved Subcontracting Plan.

C.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

C.8.1 If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan and the Contracting Officer determines the contractor's failure to be a material breach of the contract; the Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

C.8.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

C.8.3 For the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the contractor shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5%

of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

C.9 Residency Hiring Requirements for Contractors and Subcontractors

- C.9.1 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.
- C.9.2 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.
- C.9.3 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; (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.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

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

D.2 Evaluation Committee

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

D.3 Oral Presentation

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

D.3.1 Length of Oral Presentation

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

D.3.2 Schedule

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

D.3.3 Offeror Attendees

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

D.3.4 Topics

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

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor with the highest evaluated score.

D.5 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 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: "**Indefinite Delivery/Indefinite Quantity for General Construction-Design Build Services**".

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Attn: Diane Wooden, Manager of Construction Services
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on March 18, 2013. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offer

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.5 TECHNICAL PROPOSAL SECTION – VOLUME 1

E.5.1 Executive Summary

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

E.5.2 General Team Information and Firm(s) Data

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

E.5.2.1 Name(s), address(es), and role(s) of each firm (including all subcontractors)

E.5.2.2 Firm profile(s), including:

- i. Age
- ii. Firm history(ies)
- iii. Firm size(s)
- iv. Areas of specialty/concentration
- v. Current firm workload(s) projected over the next year
- vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- vii. Provide a list of projects where a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
- viii. Provide a notarized statement from a surety licensed to do business in the District of Columbia which states the amount of your current bonding capacity. Information should also include the agents name, address and telephone number.

E.5.3 Disclosure Form

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

E.5.4 Relevant Experience and Capabilities (30 Points)

The Department desires to engage a contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience in (i) construction projects in occupied buildings valued over \$100,000 in which the Offeror served as the general contractor in the past five (5) years; (ii) design-build projects where the Offeror served as the general contractors with the last five (5) years; (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 (30) points.**

E.5.5 Key Personnel (30 points)

The Offeror should include with its proposal resumes of key personnel that will be assigned to this Project. At a minimum, this should include the Project Executive, the key Project Manager(s) who will supervise the work, and the Field Superintendents who will oversee the work in the field. The Offeror should also indicate what percentage of each such person's time will be devoted to this Project. Absent death, disability or separation from the Offeror's employment, the Offeror will not be allowed to reassign any of the key personnel. **This element of the evaluation will be worth up to twenty (30) points.**

E.5.6 Management Plan (20 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement multiple Projects. 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 a Project; (ii) identify how the Offeror will perform the site walk-throughs and develop cost estimates; (iii) identify how the Offeror will respond to on-call emergencies and unplanned activities; and (iv) describe the key challenges inherent in a Project and explain how they will be overcome or mitigated. **This element of the evaluation is worth up to twenty (20) points.**

E.5.7 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. Offerors should describe their experience in meeting such goals and their proposed LSDBE Utilization Plan. **This factor of the evaluation will be worth up to ten (10) points.**

E.5.8 Workforce Utilization Plan (10 points)

The Department desires the selected Contractor to provide the maximum level of participation by the District of Columbia resident in performing the work. As part of their proposals, Offerors must provide a Workforce Utilization Plan which demonstrates how it will identify qualified District residents to perform work on projects and increase participation by District residents. **This element of the evaluation will be 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 A. **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 C. 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:

Kesha Y. James
Department of General Services
Contracts and Procurement Division
2000 14th Street, NW
8th Floor
Washington, D.C. 20009
Phone: (202) 671-0608
Facsimile: (202) 671-0647

Any written questions or inquiries should be sent to Kesha Y, James, Contract Specialist at the address above.

F.2 Pre-Proposal Conference

A pre-proposal conference will be held on March 7, 2013 at 11:00 a.m. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

F.3.1 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.

F.3.2 Requests should be directed to Kesha Y. James at the address listed in Section F.1 no later than the close of business on March 12, 2013. The person making the request shall be responsible for prompt delivery.

F.4 Protests:

F.4.1 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".

F.4.2 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

F.8.1 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.

F.8.2 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.

F.8.3 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.

F.8.4 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.

F.8.5 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

F.10.1 The Department reserves the right, in its sole discretion:

F.10.1.1 To cancel this solicitation or reject all submissions.

F.10.1.2 To reject submissions that fail to prove the Offeror's responsibility.

F.10.1.3 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.

F.10.1.4 To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.

F.10.1.5 To take any other action within the applicable Procurement Regulations or law.

F.10.1.6 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

G.1.1 The contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.

G.1.1.2 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.1.1.3 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.1.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

G.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 H BONDS

H.1 Contractor's Payment and Performance Bond

The Contractor will be required to post a payment and performance bond having a penal value equal to the Lump Sum Price of each Task Order at the time the Task Order is executed, as required by the Contract.

Attachment A

Mr. Brian J. Hanlon
[DATE]
Page 1

Attachment A

[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 – Indefinite Delivery/Indefinite Quantity for General
Construction- Design Build Services

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") on behalf of The District Department of Environment ("DDOE") for Indefinite Delivery/Indefinite Quantity for General Construction- Design Build Services. 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 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. 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: _____
Date: _____

Department of General Services (DGS)
ID/IQ General Construction Design Build Services
Base Year

	Category / Trade	Standard Hourly Rates	Est. Hours for evaluation only	Total Cost
1	Laborer, skilled		3,500	
2	Laborer, unskilled		2,500	
3	Bricklayer		125	
4	Carpenter		3,000	
5	Carpenter Apprentice/Helper		750	
6	HVAC/Mechanical Technician		1,000	
7	HVAC/Mechanical Apprentice/Helper		250	
8	Plumbing Mechanic		2,000	
9	Plumbing Apprentice/Helper		500	
10	Steam Fitter		250	
11	Steam Fitter Apprentice/Helper		62	
12	Electrical Journeyman/Technician		2,000	
13	Electrical Apprentice/Helper		500	
14	Low Voltage Voice & Data Technician		250	
15	Low Voltage Voice & Data Apprentice/Helper		62	
16	Fire Alarm Technician		1,250	
17	Fire Alarm Apprentice/Helper		313	
18	Painter		1,875	
19	Painter Apprentice/Helper		469	
20	Flooring Installer		500	
21	Flooring Apprentice/Helper		125	
22	Roofing Installer		500	
23	Roofing Apprentice/Helper		125	
24	Elevator Mechanic		125	
25	Concrete Technician		250	
26	Concrete Apprentice/Helper		62	
27	Glass & Glazing Technician		250	
28	Glass & Glazing Apprentice/Helper		62	
29	Tile Setter		500	
30	Tile Finisher		500	
31	Plasterer		500	
32	Cement Mason/Concrete Finisher		250	
33	Engineering Services		250	
34	Architectural Services		250	
35	Project Manager		3,500	
36	Project Executive		1,300	
37	Field Superintendant		1,700	
			31,405	

Department of General Services (DGS)
 ID/IQ General Construction Design Build Services
 Option Year I

	Category / Trade	Standard Hourly Rates	Est. Hours for evaluation only	Total Cost
1	Laborer, skilled		3,500	
2	Laborer, unskilled		2,500	
3	Bricklayer		125	
4	Carpenter		3,000	
5	Carpenter Apprentice/Helper		750	
6	HVAC/Mechanical Technician		1,000	
7	HVAC/Mechanical Apprentice/Helper		250	
8	Plumbing Mechanic		2,000	
9	Plumbing Apprentice/Helper		500	
10	Steam Fitter		250	
11	Steam Fitter Apprentice/Helper		62	
12	Electrical Journeyman/Technician		2,000	
13	Electrical Apprentice/Helper		500	
14	Low Voltage Voice & Data Technician		250	
15	Low Voltage Voice & Data Apprentice/Helper		62	
16	Fire Alarm Technician		1,250	
17	Fire Alarm Apprentice/Helper		313	
18	Painter		1,875	
19	Painter Apprentice/Helper		469	
20	Flooring Installer		500	
21	Flooring Apprentice/Helper		125	
22	Roofing Installer		500	
23	Roofing Apprentice/Helper		125	
24	Elevator Mechanic		125	
25	Concrete Technician		250	
26	Concrete Apprentice/Helper		62	
27	Glass & Glazing Technician		250	
28	Glass & Glazing Apprentice/Helper		62	
29	Tile Setter		500	
30	Tile Finisher		500	
31	Plasterer		500	
32	Cement Mason/Concrete Finisher		250	
33	Engineering Services		250	
34	Architectural Services		250	
35	Project Manager		3,500	
36	Project Executive		1,300	
37	Field Superintendant		1,700	
			31,405	

Department of General Services (DGS)
ID/IQ General Construction Design Build Services
Option Year II

	Category / Trade	Standard Hourly Rates	Est. Hours for evaluation only	Total Cost
1	Laborer, skilled		3,500	
2	Laborer, unskilled		2,500	
3	Bricklayer		125	
4	Carpenter		3,000	
5	Carpenter Apprentice/Helper		750	
6	HVAC/Mechanical Technician		1,000	
7	HVAC/Mechanical Apprentice/Helper		250	
8	Plumbing Mechanic		2,000	
9	Plumbing Apprentice/Helper		500	
10	Steam Fitter		250	
11	Steam Fitter Apprentice/Helper		62	
12	Electrical Journeyman/Technician		2,000	
13	Electrical Apprentice/Helper		500	
14	Low Voltage Voice & Data Technician		250	
15	Low Voltage Voice & Data Apprentice/Helper		62	
16	Fire Alarm Technician		1,250	
17	Fire Alarm Apprentice/Helper		313	
18	Painter		1,875	
19	Painter Apprentice/Helper		469	
20	Flooring Installer		500	
21	Flooring Apprentice/Helper		125	
22	Roofing Installer		500	
23	Roofing Apprentice/Helper		125	
24	Elevator Mechanic		125	
25	Concrete Technician		250	
26	Concrete Apprentice/Helper		62	
27	Glass & Glazing Technician		250	
28	Glass & Glazing Apprentice/Helper		62	
29	Tile Setter		500	
30	Tile Finisher		500	
31	Plasterer		500	
32	Cement Mason/Concrete Finisher		250	
33	Engineering Services		250	
34	Architectural Services		250	
35	Project Manager		3,500	
36	Project Executive		1,300	
37	Field Superintendant		1,700	
			31,405	

Department of General Services (DGS)
 ID/IQ General Construction Design Build Services
 Option Year III

	Category / Trade	Standard Hourly Rates	Est. Hours for evaluation only	Total Cost
1	Laborer, skilled		3,500	
2	Laborer, unskilled		2,500	
3	Bricklayer		125	
4	Carpenter		3,000	
5	Carpenter Apprentice/Helper		750	
6	HVAC/Mechanical Technician		1,000	
7	HVAC/Mechanical Apprentice/Helper		250	
8	Plumbing Mechanic		2,000	
9	Plumbing Apprentice/Helper		500	
10	Steam Fitter		250	
11	Steam Fitter Apprentice/Helper		62	
12	Electrical Journeyman/Technician		2,000	
13	Electrical Apprentice/Helper		500	
14	Low Voltage Voice & Data Technician		250	
15	Low Voltage Voice & Data Apprentice/Helper		62	
16	Fire Alarm Technician		1,250	
17	Fire Alarm Apprentice/Helper		313	
18	Painter		1,875	
19	Painter Apprentice/Helper		469	
20	Flooring Installer		500	
21	Flooring Apprentice/Helper		125	
22	Roofing Installer		500	
23	Roofing Apprentice/Helper		125	
24	Elevator Mechanic		125	
25	Concrete Technician		250	
26	Concrete Apprentice/Helper		62	
27	Glass & Glazing Technician		250	
28	Glass & Glazing Apprentice/Helper		62	
29	Tile Setter		500	
30	Tile Finisher		500	
31	Plasterer		500	
32	Cement Mason/Concrete Finisher		250	
33	Engineering Services		250	
34	Architectural Services		250	
35	Project Manager		3,500	
36	Project Executive		1,300	
37	Field Superintendant		1,700	
			31,405	

Department of General Services (DGS)
 ID/IQ General Construction Design Build Services
 Option Year III

	Category / Trade	Standard Hourly Rates	Est. Hours for evaluation only	Total Cost
1	Laborer, skilled		3,500	
2	Laborer, unskilled		2,500	
3	Bricklayer		125	
4	Carpenter		3,000	
5	Carpenter Apprentice/Helper		750	
6	HVAC/Mechanical Technician		1,000	
7	HVAC/Mechanical Apprentice/Helper		250	
8	Plumbing Mechanic		2,000	
9	Plumbing Apprentice/Helper		500	
10	Steam Fitter		250	
11	Steam Fitter Apprentice/Helper		62	
12	Electrical Journeyman/Technician		2,000	
13	Electrical Apprentice/Helper		500	
14	Low Voltage Voice & Data Technician		250	
15	Low Voltage Voice & Data Apprentice/Helper		62	
16	Fire Alarm Technician		1,250	
17	Fire Alarm Apprentice/Helper		313	
18	Painter		1,875	
19	Painter Apprentice/Helper		469	
20	Flooring Installer		500	
21	Flooring Apprentice/Helper		125	
22	Roofing Installer		500	
23	Roofing Apprentice/Helper		125	
24	Elevator Mechanic		125	
25	Concrete Technician		250	
26	Concrete Apprentice/Helper		62	
27	Glass & Glazing Technician		250	
28	Glass & Glazing Apprentice/Helper		62	
29	Tile Setter		500	
30	Tile Finisher		500	
31	Plasterer		500	
32	Cement Mason/Concrete Finisher		250	
33	Engineering Services		250	
34	Architectural Services		250	
35	Project Manager		3,500	
36	Project Executive		1,300	
37	Field Superintendent		1,700	
			31,405	

Attachment B

Attachment B -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.

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: _____

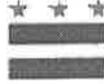
Name: _____

Title: _____

Date: _____

Attachment C

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

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

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

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

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

Signature of Authorizing Agent

Title

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

Attachment D

>

General Decision Number: DC130002 02/22/2013 DC2

Superseded General Decision Number: DC20120002

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	01/04/2013
1	01/25/2013
2	02/01/2013
3	02/22/2013

ASBE0024-007 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.60

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

ASBE0024-008 10/01/2012

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 20.86	5.61

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 10/01/2012

	Rates	Fringes
FIRESTOPPER.....	\$ 26.06	6.05

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 05/01/2012

	Rates	Fringes
BRICKLAYER.....	\$ 27.89	7.76

 CARP0132-008 10/01/2012

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 26.61	7.98
PILEDRIVERMAN.....	\$ 25.77	8.15

 CARP1831-002 04/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 27.96	12.20

 ELEC0026-016 11/05/2012

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 40.00	14.30

 ELEC0026-017 09/01/2012

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 25.55	3%+7.77

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 06/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 29.55	14.995

IRON0201-006 05/01/2012

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.50	16.68

* LABO0657-015 06/01/2012

	Rates	Fringes
LABORER: Skilled.....	\$ 21.26	6.83

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

MARB0002-004 05/01/2012

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 33.08	14.59

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 06/01/2012		
	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 24.17	9.36
Glazing Contracts over \$2		
million.....	\$ 27.14	9.36

PAIN0051-015 06/01/2012		
	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 08/01/2012

	Rates	Fringes
PLUMBER		
Apartment Buildings over 4 stories (except hotels).....	\$ 23.41	9.51+a
ALL Other Work.....	\$ 38.17	15.75+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 08/01/2012

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 37.62	18.07+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 09/01/2012

	Rates	Fringes
ROOFER.....	\$ 26.90	10.18

 SFDC0669-002 01/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.53	17.62

 SHEE0100-015 07/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 38.39	14.54

 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 rates.

0000/9999: weighted union wage rates will be published annually each January.

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 majority 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