

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

ROOF RESTORATION SERVICES

September 16, 2013

Proposal Due Date: October 8, 2013 by 2:00 p.m. EDT

Preproposal Conference: September 25, 2013 at 11:00 a.m. EDT

To be held at:

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

2000 14th Street, NW, Washington, DC 20009

Contact: Thomas D. Bridenbaugh

Leftwich & Ludaway, LLC

1400 K Street, NW

Suite 1000

Washington, D.C. 20005 Phone: (202) 434-9100

Solicitation Number: DCAM-14-NC-0057

Executive Summary

The Department of General Services ("Department" or "DGS") is issuing this Request for Proposals ("RFP") to engage multiple contractors to perform roof restoration projects at various facilities in the Department's portfolio. This may include District of Columbia Public Schools ("DCPS") facilities, Department of Parks and Recreation ("DPR") facilities, or other municipal building facilities. The work required for these projects will be released through competitive task orders pursuant to indefinite quantity/indefinite contracts, and the Department will provide training to the selected roofing contractors in order to qualify them as certified applicators of the specified roof restoration product.

This procurement is being set aside in the sheltered market and only companies that are certified by the District of Columbia Department of Small and Local Business Development as Small or Disadvantaged Business Enterprises are eligible to participate in this procurement.

A.1. Multiple Award ID/IQ Contract

The goal of this procurement is to establish a roster of pre-qualified qualified contractors to compete for roof restoration projects as they arise. The Department envisions pre-qualifying approximately three (3) contractors for this program. Each such contractor will be required to enter into a Basic Ordering Agreement that will set forth the general terms and conditions of the program as well as establish the method by which Task Orders for specific work will be issued. The form of the Basic Ordering Agreement and the Task Order will be issued by addendum. Offerors should note, however, that the Basic Order Agreement will not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor. All work will be awarded and released through individual project task orders.

The Department contemplates that each pre-qualified contractor will be awarded one training roof restoration project. The specified roof restoration product manufacturer will provide training to the contractor to qualify the contractor as a certified applicator of the roofing product, as further described on Attachment A. For this initial training project, the contractor will be reimbursed on a time and materials basis, in accordance with the Basic Ordering Agreement. Offerors will be required to submit with their proposals hourly rates for roofers, roofing apprentices, and laborers. Other than the cost of materials and large equipment rentals (which will be reimbursed at cost plus a 10% + 5% markup), these rates will be the Offeror's sole compensation for work performed on the training project and as such should include adequate amounts to cover the Offeror's labor, field equipment (i.e. small tools, transportation, trucks and vans, etc.), overhead, insurance and profit and regardless of whether such services are provided by the contractor's own forces or a subcontractor.

Thereafter, in general, as projects are identified and funded by the Department, a narrative scope of work and/or drawings and specifications will be prepared for each such project. The narrative scope of work will be issued to two (2) or three (3) of the pre-qualified contractors, 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. 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 bids 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.

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 equipment and materials.

A.2 Basic Ordering Agreement / Form of Task Orders

The proposed Basic Ordering Agreement and the form of individual Task Orders will be issued by addendum. Offerors should carefully review those documents when submitting their proposal. To the extent there are any inconsistencies between this RFP and the proposed Basic Ordering Agreement, the proposed Basic Ordering Agreement 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 proposed Basic Ordering Agreement and that any proposed changes to the proposed Basic Ordering Agreement must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.3 Lump Sum Pricing for Tasks Orders

The contract awarded pursuant to this RFP will be a Basic Ordering Agreement. Any such Basic Ordering Agreement shall merely set forth the basis parameters of the program and shall **not** constitute a guarantee that any work shall be forthcoming. **All work will be authorized and released by project specific Task Order Agreements.** In general, after the initial training project, it is contemplated that Task Orders will be priced on a lump sum basis and that Scope of Work included in such Task Orders will be premised on a design-assist 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.

For the initial training project, the contractor will be reimbursed on a time and materials basis, in accordance with the Basic Ordering Agreement. Offerors will be required to submit with their proposals hourly rates for roofers, roofing apprentices and laborers. Other than the cost of materials and large equipment rentals (which will be reimbursed at cost plus a 10% + 5% markup), these rates will be the Offeror's sole compensation for work performed on the training project and as such should include adequate amounts to cover the Offeror's labor, field equipment (i.e. small tools, transportation, trucks and vans, etc.), overhead, insurance and profit and regardless of whether such services are provided by the contractor's own forces or a subcontractor.

A.4 Economic Inclusion

This procurement is being set aside in the Sheltered Market and only entities that are certified as either Small or Disadvantaged by the District of Columbia Department of Small and Local Business Development are eligible to participate. In order to qualify for this procurement, the Small or Disadvantaged Business Enterprise Offeror must perform at least (51%) of the work that is being counted towards the goal with its own forces. Further, at least thirty five percent (35%) of work is being subcontracted out must also be awarded to entities that are certified as either Small or 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 of Columbia 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 (25 points)
- Key Personnel (25 points)
- Management Plan (20 points)
- LSDBE Compliance/Utilization (10 points)
- Workforce Utilization (10 points)
- Cost (10 points)

A.6 Procurement Schedule

The schedule for this procurement is as follows:

• Issue RFP - September 16, 2013

• Pre-proposal Conference - September 25, 2013 at 11:00 am

• Last Day for Questions/Clarifications - October 2, 2013

• Proposals Due - October 8, 2013 at 2:00 pm

• Notice of Award - on or about October 21, 2013

A.7 Attachments

Attachment A- Training InformationAttachment B- Form of Offer LetterAttachment C- Disclosure Statement

Attachment D - Tax Affidavit

Attachment E - Bid Guaranty Certification

Attachment F - Davis Bacon Wage Determination

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 narrative scope of work and/or drawings and specifications for each Task Order project. To the extent there is an inconsistency between the narrative scope of work, drawings & specifications, the Contractor shall be required to provide the more expensive requirement. Prior to executing a Task Order, the Contractor shall carefully review the narrative scope of work, drawings and/or specifications and shall bring any inconsistency or error in them 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.

- **B.1.1** The selected Contractor shall perform all of the work in first class and workmanlike manner and in accordance with manufacturer requirements. 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, enclosures and overhead protection as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law, and to remove such at the end of the work and shall leave the site in broom clean condition.
- **B.1.4** The Contractor shall be required to coordinate its work with building personnel so as to ensure that building activities are not adversely affected.
- **B.1.5** The Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.
- **B.1.6** Each Task Order will be bid on a Design Assist basis. While the Department believes that any issued drawings will be 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.1.7** The Department will hold any necessary abatement and hygienist contracts for the abatement of hazardous materials on the Project site, if applicable. The selected contractor will be required to coordinate the abatement efforts with the abatement contractors.

B.1.8 The costs of any necessary security will need to be included in both the Contractor's hourly rates (for the initial training project) as well as each Task Order lump sum bid issued thereafter.

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, with the exception of certification in the application of the specified roof restoration product as training will be provided as explained herein and in <u>Attachment A</u>. 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.

SECTION C ECONOMIC INCLUSION

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

<u>General</u>: 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.

<u>Information:</u> 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

This procurement is being set aside in the Sheltered Market and only entities that are certified as either Small or Disadvantaged by the District of Columbia Department of Small and Local Business Development are eligible to participate. In order to qualify for this procurement, the Small or Disadvantaged Business Enterprise must perform at least fifty one percent (51%) of the work that is being counted toward the goal with its own forces. Further, at least thirty five percent (35%) of work that is subcontracted out must also be awarded to entities that are certified as Small Business Enterprises, and at least twenty percent (20%) of work to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

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

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

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 <u>Section D</u> 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 (25 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in <u>Section A</u> of this RFP. Offerors will be evaluated based on their demonstrated experience with: (i) installing and/or repairing roofs; (ii) working in occupied school, recreation and other municipal 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 twenty five (25) points.

D.4.2 Key Personnel (25 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 identify the specific staff that will be assigned to this Project, including (i) the individual's name (if known); and (ii) his or her title. Please include all personnel that will be assigned to the Project, if known. This element of the evaluation will be worth up to twenty five (25) points.

D.4.3 Cost (10 points)

For use in their initial training project, Offerors will be required to bid hourly rates for roofers, roofing apprentices, and laborers. Other than the cost of materials and large equipment rentals

(which will be reimbursed at cost plus a 10% + 5% markup), these rates will be the Offeror's sole compensation for work performed on the training project and as such should include adequate amounts to cover the Offeror's labor, field equipment (i.e. small tools, transportation, trucks and vans, etc.), overhead, insurance and profit and regardless of whether such services are provided by the contractor's own forces or a subcontractor. This element of the evaluation is worth up to ten (10) points.

D.4.4 Project Management Plan (20 Points)

Offerors are required to submit a Project Management Plan. The Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify how the Offeror will develop cost estimates; (iii) identify how the Offeror will implement the roof restoration work; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The Department will also consider the experience that the Contractor and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (20) points.

D.4.5 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.4.6 Workforce Utilization Plan (10 points)

The Department desires the selected Contractor to provide the maximum level of participation by District of Columbia residents in performing the work. As part of their proposals, Offerors must provide a Workforce Utilization Plan which demonstrates how it will identify qualified Districts residents to perform work on the project and increase participation by District residents. This element of the evaluation will be worth up to ten (10) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Roof Restoration Services."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

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

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EDT, on October 8, 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 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 <u>Attachment B</u>. 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 <u>Attachment C</u>.

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 twelve 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 <u>all</u> 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 restoration and/or replacement services in municipal, recreation 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 onbudget. 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 Management Plan

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

E.4.7 Cost Information

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

E.4.8 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.4.9 Tax Affidavit

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

E.4.10 Workforce Utilization Plan

Each Offeror must submit a Workforce Utilization Plan that describes how the Offeror will increase participation by District residents in performing the labor necessary for the Project. The plan should set forth how specifically the Offeror will implement its plan to increase participation by District residents. The Offeror shall also provide a chart, in summary form, that depicts the level of participation by District residents in past projects with the District.

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 September 25, 2013 at 11:00 am EDT. 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 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 October 2, 2013. 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 E** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

J.2 Trade Subcontractor Bonds

The proposed Basic Ordering Agreement and the form of individual Task Orders will require that all trade subcontractors provide a payment and performance bond having a penal value equal to 100% of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis

J.3 Contractor's Payment and Performance Bond

The Contractor will be required to post a payment and performance bond having a penal value of the contract amount for each project Task Order issued.

Attachment A

Training Information

Roof Restoration ID/IQ Contract Requirements

Contractors selected for this effort will be required to receive training and achieve certification for the installation of a warranted GACO S-20 Silicone roof restoration system application. DGS has reached an agreement with GACO Western, the supplier of the S-20 system, to accomplish this training as "on the job" training on the first project to be completed by the contractor for DGS. Specifically, this training entails the following:

The contractor will need to establish credit and provide insurance and licensing information to GACO Western.

The contractor will achieve Level 3 training as described in the attached brochure with the exception that this training will be provided by GACO's senior service technician "on-the-job" on the roof in DC rather than at GACO's training facility.

GACO has agreed to build the cost of this training into the material price for the first project so the contractor will not be required to pay for this training directly.

The material can either be roller applied or sprayed at the contractor's option. At the contractor option, the contractor may elect to purchase the GACO spray equipment.

How to become a Gaco Western GacoFlex S-20 Qualified Applicator

Gaco Western's GacoFlex S-20 Qualified Applicator Program is intended to confirm contractors who want the ability to offer a full system labor and materials warranty to their customers. The program establishes the level of experience and knowledge of materials and application technique required to install the GacoFlex S-20 Roof Coating System to assure long-term performance.

Below are the three steps that must be competed to become a Qualified Applicator:



Step 1 – Application

The contractor must submit the following:

- 1. Qualified Applicator application form. This application includes experience of the contractor and employees as well as type and quantity of equipment the contractor owns.
- 2. Gaco Western Credit Application. All Gaco Western warranty charges are billed directly to the contractor and credit must be established with Gaco Western.
- 3. List of completed projects and references that used Gaco Western or other competitive products of similar applications
- 4. Copy of your Certificate of Insurance
- 5. Certificate of License from the state the contractor will be doing business in.

Step 2 - Training

Gaco Western offers three levels of training to ensure contractors and their employees have the appropriate technical background and understand material properties, proper application techniques, and maintenance of the GacoFlex S-20 Roof Coating System.

All levels require an inspection of 10,000 sq. ft. of completed GacoFlex S-20 Roof Coating System installations that meet the standards of a final inspection from the Gaco Western Technical Team before actual Qualified Applicator status will be granted, which then allows the contractor to offer a labor and materials warranty.

	GacoFlex S-20 Qualified Applicator Program
Level 1	Fundamental Program. Intended for contractors who are applying product by roller or brush.
	Includes: 3.5 hour classroom program, followed by examination 3 hours of hands-on training
	One-day, group training sessions are held in various locations throughout the year.
	Option ^{1,2} : A Gaco Field Service Technician will provide training at your jobsite for \$500 per day plus travel expenses, one day minimum required
Level 2	Spray Training . Intended for contractors who have completed Level 1 and want to take on larger projects that require spray application.
	This will be conducted one-on-one at a job site by a Gaco Field Service Technician at a cost.
	Option ^{1,2} : With the purchase of an X-70 Spray Rig Package from Gaco Western, a Gaco Field Service Technician will provide training at no charge at your jobsite
Level 3	Two-Day Program . This intense program provides a higher degree of understanding of GacoFlex S-20 application and product knowledge.
	Includes: 1 day classroom program, followed by examination 1 day of hands on experience with hand application and spray application techniques.
	This program is held at the Gaco Western Manufacturing and Training Facility in Wisconsin.
	Level 3 Training is equivalent to Levels 1 and 2.



How to become a Gaco Western GacoFlex S-20 Qualified Applicator

Notes:

¹ Both options include the 3.5 hour classroom program and examination from Level 1; hands-on training will be conducted at the actual job site. Contractor needs to provide location for classroom portion of the program.

² Please contact your local Gaco Western Contractor Manager to schedule one of these options.

GACOUNIVERSITY www.GacoUniversity.com GACO WESTERN

Step 3 – Inspection

A member of the Gaco Western Technical Team will perform inspections on a minimum of 10,000 square feet of completed roof(s). This will include the following inspections:

- 1. Substrate Inspection
- 2. Final Inspection

If inspections are failed during this process, Gaco Western may require additional inspections to be successfully completed before a contractor obtains the status of GacoFlex S-20 Qualified Applicator.

Gaco Western reserves the right to refuse Qualified Applicator status based on a review of job site skills and/or the information the contractor has submitted.

Gaco Western reserves the right to require contractors to complete additional Qualified Applicator training sessions to maintain their Qualified Applicator Status.

Qualified Applicator status will be reviewed and renewed annually.

For more information, please contact your local GacoFlex Contractor Sales Manager or visit www.gaco.com to find a GacoFlex sales representative near you.



Attachment B

Form of Offer Letter

Attachment B

[Contractor's Letterhead]

[Insert Date]

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

Att'n: Mr. Brian J. Hanlon

Director

Reference: Request for Proposals -

Roof Restoration 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") to provide roof restoration services at various District of Columbia public schools, parks and recreation facilities, and other municipal facilities within the DGS portfolio. 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 Hourly Rates (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Hourly Rates are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Hourly Rates are as follows:

Roofer:	\$
Roofing Apprentice:	\$
Laborer:	\$

The Offeror acknowledges and understands that the Hourly Rates set forth above are fixed, loaded rates to fully complete the training project work described in the RFP. It is understood that other than the cost of parts and materials, such rates will be the Offeror's sole compensation for work performed and includes adequate amounts to cover the Offeror's labor, field equipment, overhead, insurance and profit.

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

- 1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.
- 2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
- 3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.
- 4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
- 5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]
- 6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.
- 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].

OFFERORJ.	
Sincerely,	
By: Name: Its:	

Attachment C

Disclosure Statement

Attachment C

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

A. D.C. Department of General Services

	Brian J. Hanlon Scott Burrell Camille Sabbakhan Charles J. Brown, Jr. JW Lanum June Locker	Director Chief Operating Officer General Counsel Deputy General Counsel Associate Director, Contracts and Procurement Division Deputy Director, Capital Construction Services
	fy any past or present busin extra sheets if necessary.	ess, familiar, or personal relationship in the space
В.	Leftwich & Ludaway	
	Thomas D. Bridenbaugh	
	fy any past or present busin extra sheets if necessary.	ess, familiar, or personal relationship in the space

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.

Attachment C

OFFER	OR:			
By:				
Noma				
Title:				
Date:				

Attachment D

 $Tax\ Affidavit$

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA. Date **Authorized Agent Name of Organization/Entity Business Address (include zip code) Business Phone Number Authorized Agent Principal Officer Name and Title Square and Lot Information Federal Identification Number Contract Number Unemployment Insurance Account No.** I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization. I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Office of Tax and Revenue, PO Box 37559, Washington, DC 20013

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days,

Title

Signature of Authorizing Agent

or both, as prescribed by D.C. Official Code §47-4106.

Attachment E

Bid Guaranty Certification

Attachment E

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	, 2013, before me, a nota	ry public in and for the
District of Columbia, personally		
himself/herself to be	of	, and
that he/she as such, being autho	rized to do so, executed the for	regoing instrument for the
purposes therein contained.		
DI NUTUEGO NUTERECE II		CC' 1 1
IN WITNESS WHEREOF, I ha	ive hereunto set my hand and o	official seal.
		·····
	Notary Public	
	My Commission	Expires:

Attachment F

Davis Bacon Wage Rates

General Decision Number: DC130002 08/23/2013 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
4	03/29/2013
5	04/05/2013
6	05/10/2013
7	06/07/2013
8	06/28/2013
9	07/05/2013
10	07/12/2013
11	08/23/2013

ASBE0024-007 10/01/2012

1	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

I	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 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 05/07/2013

	Rates	Fringes	
BRICKLAYER	\$ 28.17	8.03	
G3.77.01.00 0.00 0.5 / 0.1 / 0.01.0			

CARP0132-008 05/01/2013

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

Rates Fringes

Fringes

CARP1831-002 04/01/2012

	Rates	Fringes
MILLWRIGHT	\$ 27.96	12.20

ELEC0026-016 06/03/2013

ELECTRICIAN, Includes	
Installation of	
HVAC/Temperature Controls\$ 40.65	14.42

Rates

ELEC0026-017 09/01/2012

	Rates	Fringes
ELECTRICAL INSTALLER (So & Communication Systems).		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 01/01/2013

Rates Fringes

ELEVATOR MECHANIC......\$ 39.96 25.185+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 06/01/2013

	Rates	Fringes	
IRONWORKER, STRUCTURAL AND ORNAMENTAL	.\$ 30.00	16.04	
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, 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 05/01/2012

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

3 of 8

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 06/01/2013		
	Rates	Fringes
GLAZIER Glazing Contracts \$2 million and under	\$ 24 30	9.61
Glazing Contracts over \$2	!	9.61
PAIN0051-015 06/01/2013		
	Rates	Fringes
PAINTER		J
Brush, Roller, Spray and Drywall Finisher	\$ 24.89	8.91
PLAS0891-005 07/01/2012		
	Rates	Fringes
PLASTERER	•	5.85
PLAS0891-006 05/01/2010		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		9.58
PLAS0891-007 08/01/2011		
	Rates	Fringes
FIREPROOFER Handler	\$ 17.00 \$ 21.50	3.89 3.89 3.89
Spraying of all Fireproofing Fireproofing materials. This	includes we	t or dry, hard or

 ${\tt soft.}$ 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.

*	PLUM0	005-	800	08	/01	/2013
---	-------	------	-----	----	-----	-------

	Rates	Fringes	
PLUMBER			
Apartment Buildings over 4 stories (except hotels)		9.51+a 16.25+a	
a. PAID HOLIDAYS: Labor Day, Vand the day after Thanksgiving, Day, Martin Luther King's Birth Fourth of July.	Christmas Day,	New Year's	
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 07/01/2013			
	Rates	Fringes	
SPRINKLER FITTER (Fire Sprinklers)	\$ 31.14	17.62	
SHEE0100-015 07/01/2013			
	Rates	Fringes	
SHEET METAL WORKER (Including HVAC Duct Installation)	•	15.38	
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

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