

D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

ON-CALL ROOFING REPAIRS

September 16, 2013

Proposal Due Date: October 10, 2013 by 2:00 p.m. EDT

Preproposal Conference: September 25, 2013 at 10:00 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-0056

Executive Summary

The Department of General Services ("Department" or "DGS") is issuing this Request for Proposals ("RFP") to engage two contractors (individually, the "Contractor", collectively, the "Contractors") to perform roofing repairs on an on-call basis for all roofs within DGS' portfolio. In general, the scope of work includes responding to emergency roof calls to correct leaks and performing other limited repairs, as directed by DGS' Program Manager and/or BLUEFIN, DGS' roof management consultant. BLUEFIN is under contract with DGS to provide day-to-day management of roof leak response and emergency repair services, and will provide day-to-day coordination with the Contractors to issue work orders and to review and approve the technical approach and costs for repair work ordered under this contract. The work required under this contract is more fully described in **Part B** of this RFP.

A.1. Multiple Award

The Department intends to award the work to two contractors. The DGS facilities will not be divided into groups. Instead, each Contractor may be called to any facility within DGS' portfolio on an as-needed basis.

A.2 Form of Contract

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

A.3 Time & Materials Contract

The contract awarded pursuant to this RFP will be a time and materials contract. Offerors are required to bid hourly rates for the personnel classifications set forth on <u>Attachment A</u> (for the Contract's Base Year as well as two Option Years). Other than the cost of parts and materials (which will be reimbursed at a mutually agreed upon mark-up rate), these rates will be the Offeror's sole compensation for work performed 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

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible and desires that such businesses perform at least fifty percent (50%) of the work under this procurement. At least thirty five percent (35%) must be awarded to entities that are certified as either Small or Disadvantaged Business

Enterprises by the District of Columbia Local Business Opportunity Commission, and twenty percent (20%) to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the selected Contractors and all of their subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see <u>Part C</u> of this RFP for additional information.

In addition to LSDBE participation as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to execution of the Contract, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the project (such requirement, the "Workforce Utilization Requirement"). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intend to increase participation by DC residents in the performance of the work on this Project.

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 (20 points)
- Key Personnel (15 points)
- Project Management Plan (15 points)
- Cost (40 points)
- LSDBE Compliance/Utilization (5 points)
- Workforce Utilization (5 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 10:00 am

• Last Day for Questions/Clarifications - October 3, 2013

• Proposals Due - October 10, 2013 at 2:00 pm

• Notice of Award - on or about October 28, 2013

A.7 Attachments

Attachment A - Form of Offer Letter with Hourly Rates Spreadsheet

Attachment B - Disclosure Statement

Attachment C - Tax Affidavit

Attachment D - Davis-Bacon Wage Rates

SECTION B SCOPE OF WORK

B.1 Scope of Work

DGS has responsibility for maintenance and repair of approximately four hundred (400) schools, Fire Stations, Police Stations, Recreation Centers and the DGS Real Estate Portfolio in the District of Columbia. DGS requires two on-call contractors to perform maintenance and emergency roof repairs of these facilities. The selected contractors will enter into a time and materials contract for on-call roof maintenance and repair services on an as-needed basis. The contract will include a base year and two (2) optional one-year (1) terms for a total potential contract period of three (3) years. The work shall include the furnishing of all supervision, labor, materials, and services required to make the necessary repairs. Along with making repairs to roofs, the Contractors shall be required to demolish and remove existing roof materials and dispose of all waste material. Repairs shall be billed on an agreed upon hourly rate and percent mark-up on materials, in accordance with the pricing schedule attached hereto. Roof replacements and other major upgrades will be purchased under separate contracts and are excluded from this contract.

Work to be performed under this contract will include, but is not limited to, the following repairs:

2. 3.	Cracks Blisters Drains Vents	8. Roof hatches9. Sleepers10. Flashing11. Copings	15. Gravel stops16. Parapet walls17. Pitch pans/pocket18. Vents
5. 6.	Scuppers Gutters Jacks	12. Downspouts13. Dormers14. Face	19. Expansion joints

Other Services may include:

1. Roof inspections	3. Waterproofing	5. Core samples/testing
2. Leak tests and repairs	4. Minor restoration	6. Moisture surveys

The contractor and all personnel utilized in the performance of the work shall have experience with the following type of roof systems and materials: **NOTE:** At no time during a repair shall a torch be used to install roofing membrane.

1. Asphalt built-up **10.** Coatings 19. Shake **2.** Coal tar built-up 11. Bitumen **20.** Shingles **3.** Modified bitumen 12. Mastics **21.** Roof tile **4.** EPDM **13.** Asphalt **22.** Waterproofing **5.** TPO **23.** Weatherproofing **14.** Pitch **6.** PVC **15.** Tar **24.** Membranes 7. Metal **16.** Felt **25.** Vulcanized rubber **17.** Glass fabric 8. Slate **26.** Standing seam **9.** Skylights 27. Elastomeric **18.** Urethane system

- **B.1.1** Central Office. Each Contractor will be required to provide a staffed central office from which personnel are dispatched. At a minimum, this office shall be staffed between 7:00 am and 5:30 pm, Monday through Friday. The Contractors should also provide an "after hours" point of contact for dispatching staff on a 24/7 basis.
- **B.1.2** Work Records. Each Contractor shall maintain a job tracking system that, at a minimum, records: (i) the date and time a request was received by the Contractor; (ii) the date and time a crew was dispatched to the site; (iii) the date and time the crew arrived at the site; (iv) a description of the problem and corrective work required; (v) the amount of time spent on the site by the Contractor's personnel; (vi) the materials and spare parts used by the contractor; and (vii) the date and time the work or repair was accepted by the Department. Each Contractor shall provide the Department with a report that summarizes all such activity on a weekly basis.
- **B.1.3** Time Cards. Each Contractor shall maintain a system that requires each employee to track his or her time on an hourly basis. At a minimum, such a system shall require each employee to clock in and out and to sign time cards.
- **B.1.4 Equipped Personnel.** Each Contractor shall ensure that all of its personnel assigned to tasks on the contract are properly trained, equipped and, as necessary, licensed. Contractor personnel shall be provided with a fully equipped truck or service van that includes appropriate small tools and spare parts.
- **B.1.5** Qualified Personnel. Each Contractor will be required to provide personnel who have experience in managing large multi-facility roof maintenance as well as: roof inspections, leak tests and repairs; waterproofing; minor restoration; core samples/testing; and moisture surveys. Additionally, all personnel must have experience with different types of roof systems and materials, including: asphalt and coal tar build-up; modified bitumen; EDPM; TPO; metal; slate; felt; glass fabric; waterproofing; singles; coatings; and standing seam. All such personnel shall be properly licensed and fully qualified to perform the expected services.
- **B.2** Work Procedures. Each Contractor will be required to provide the supervision, labor, materials and equipment necessary to perform the services required under its contract. The repair work for the projects' scope include work activity such as: roof repairs; roof inspections, leak tests and repairs; waterproofing; minor restoration; core samples/testing; and moisture surveys. In performing these activities, each Contractor shall comply with the following procedures:

- .1 Provide certified/licensed workers to perform roof repairs and upkeep services and adequate on-site supervision on a twenty-four (24) hour basis. Each Contractor may be required to provide documented evidence of certification/licensure for any contractor personnel assigned to perform work under this contract.
- .2 Employ and have sufficient technical personnel capable of responding to several sites simultaneously. Each Contractor shall also provide the Department a 24-hour emergency telephone number that will serve as the notification and dispatch center for service calls from the Department.
- .3 When an emergency roofing issue arises, DGS shall notify a Contractor that there is a need for maintenance and/or emergency repair at a particular facility. If the Contractor has been notified of a leak before 10:00 am, then the Contractor must visit the specified site to examine the scope of work required to effect repairs the same day. If the Contractor is notified of a leak after 10:00 am, then the Contractor must visit the site to examine the scope of work no later than the following business day. Upon determination of the extent of the work required, the Contractor may complete work with a cost of up to \$750 immediately. For any work in excess of \$750, the Contractor shall submit a written estimate (email is acceptable) specifying the labor and materials required to repair the damaged area(s) to "as new" condition. DGS shall, at its discretion, authorize the repairs by verbally instructing the Contractor to complete the work, or by the issuance of a written purchase order. The Contractor will be required to provide a written description of any work performed along with before/after photos of every leak response call in digital form, to be uploaded to BLUEFIN's roof management database.
- .4 Each Contractor is responsible for safety and security precautions during the project to minimize risk of injury or theft. Reasonable access to parking, materials storage, restrooms, temporary power, and water will be provided onsite by DGS.
- .5 Notify DGS of any "temporary" repairs that are necessary due to the unavailability of parts or materials. Permanent capital improvements must be made upon receipt required parts/materials. The Department reserves the right to bring in any other contractor in order to complete a capital improvement that is not completed by the Contractor in a timely fashion.
- .6 The contractor shall not interfere with normal operation of DGS or the building facilities or the work of any other contractors working therein. Work shall be scheduled in such a manner as to minimize disruption of ongoing work and activities.

- .7 The Contractors shall notify the Department of any conditions that potentially may cause a roof to relapse into a defective condition if preventive maintenance is not performed.
- Use non-hazardous materials that meet the requirements established by the Department or obtain prior approval to use substitute materials. Any hazardous material that must be incorporated into contractor's work shall be approved for use prior to being brought onto the worksite. Each Contractor shall provide MSDS Sheets for all materials used on-site, whenever applicable.
- .9 Provide all equipments necessary to complete assigned work activity. Contractors shall be responsible for safeguarding their own materials, tools, and equipment. The Department shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- .10 Provide a company cellular telephone for employees on-site for making and receiving calls. The cellular telephone number must be provided to the Department. Personal or business phone calls are not to be made on Department phones unless it is an "emergency".
- the services of any subcontractor(s). If use of a subcontractor is approved by the Department, all work must be coordinated with the Department. Please submit the names and business addresses of each subcontractor proposed to perform work under the contract and list the type of the work which will be done by each subcontractor. If approved by the Department, the Contractor shall not substitute any person as subcontractor in place of the subcontractor designated in the original list of subcontractors, without the express written permission of DGS.
- All completed work shall be subject to inspection by one or more representatives of the Department. Service area must be restored to the condition that existed prior to the start of the work with emphasis on any special finish damage that may have occurred during the work. All work performed under this contract shall be in strict accordance with all federal and local codes, ordinances, rules, and regulations of all public administrative authorities having jurisdiction over the work. All work must meet standards and guidelines set forth in the latest edition of the National Roofing Contractors Association Manual. Any work that is found to not be in compliance with Federal, District, Local Safety/Fire codes, and/or the latest edition of the National Roofing Contractors Association Handbook shall be corrected at the Contractor's expense.
- .13 The Contractors shall be responsible for the proper and safe removal and disposal of all debris and materials generated as part of the capital improvement.

B.3 Coordination with DCPS, DPR and other District Agencies

The Contractors will be required to coordinate its work with school, recreational, administrative, and Department agency municipal operations and activities. The work will be performed in occupied buildings and the Contractor may be required to work after hours or on weekends and holidays so as to not adversely impact educational, recreational or other municipal activities. The Contractors will be required to develop work plans that are coordinated with and acceptable to the school principals and other agency directors. In general, all facilities have personnel assigned to them during normal hours, 7:00 am to 8:00 pm that will provide access to the facilities. Afterhours access can be arranged at any facility at any time necessary.

B.4 Project Site Safety

The Contractors will be required to ensure that its work is conducted in a safe manner and that appropriate barricades and other life safety procedures are employed to ensure the safety of students, municipal and administrative staff and employees, and the general public. All such construction barricades and life safety procedures shall be subject to the approval of the Department and its Program Manager.

B.5 Licensing, Accreditation and Registration

The Contractors and all of their 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.6 Conformance with Laws

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

B.7 Davis-Bacon Act

The selected contractors shall agree that the work performed under this Contract shall be subject to the Davis-Bacon Act. The wage rates applicable to this Project are attached as **Attachment D**.

B.8 Option Year

There will be two (2) one (1) year option periods, the first of which will cover the period between October 1, 2014 and September 30, 2015, and the second of which will cover the period between October 1, 2015 and September 30, 2016.

B.9 Certain Business Terms

- **B.9.1** The Contractors will be compensated for reasonable travel time of its personnel.
- **B.9.2** The contractor's sole compensation shall be the hourly rates bid under this RFP and a mutually agreed upon markup on parts and materials. The contractor will be permitted to subcontract the work in order to meet surge volumes that occur during peak repair periods or to meet LSDBE utilization and/or District workforce utilization goals. However, the contractor's compensation will be based on the hourly rates bid under this RFP, and thus, such rates must be sufficient to cover the cost of subcontracting in the event the Offeror plans to satisfy its contractual obligations through subcontracting.

B.10 Warranty

Workmanship of the each Contractor and/or their subcontractors shall be warranted free of defects in materials and workmanship for one (1) year from the date of final acceptance by the DGS.

SECTION C ECONOMIC INCLUSION

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

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

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

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

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

C.3 Residency Hiring Requirements for Contractors and Subcontractors

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

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

The Offeror shall comply with subchapter 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") (codified at D.C. Code 32-1401 *et seq.*) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractors 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 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 <u>Section C.1</u> 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 contactor with the highest evaluated score.

D.4.1 Experience & References (20 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 in: (i) maintaining/repairing roof systems; (ii) working in occupied school, recreation and other municipal facilities; and (iii) 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 (20) points.

D.4.2 Key Personnel (15 points)

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should identify the personnel that would work on this project and provide resumes for the key personnel who would be assigned to the project. At a minimum, we ask that you include a resume for the project manager who will be assigned to this project and the individual who will oversee the work in the field. These individuals must have experience in managing large multi-facility roof maintenance and repair contracts and other similar projects. This element of the evaluation will be worth up to fifteen (15) points.

D.4.3 Cost (40 points)

Offerors will be required to bid hourly rates, as well as a proposed markup on parts and materials, as specified on <u>Attachment A</u>. This element of the evaluation is worth up to forty (40) points.

D.4.4 Project Management Plan (15 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 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 identify: (i) how the Offeror will assign its on-call crews; (ii) how roof repairs will be accomplished; and (iii) how the Offeror will respond to emergencies and unplanned activities. This element of the evaluation is worth up to fifteen (15) points.

D.4.5 LSDBE Compliance/Utilization (5 points)

The Department desires the selected design-builder 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 five (5) points.

D.4.6 Workforce Utilization Plan (5 points)

The Department desires the selected design-builder 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 five (5) 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 eight (8) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for On-Call Roofing Repairs."

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 10, 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 A</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 **Attachment B**.

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 contractor and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contract 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 Design-Builder.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
 - iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

iv. Experience that the key team members have working together.

E.4.5 Relevant Experience and Capabilities

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. While municipal projects are preferable for the portfolio, they are not required. 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
 - vi. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained)
 - vii. Construction cost data including pre-construction budget, and actual construction cost (if actual construction cost exceeds original, please explain why)
 - viii. Please indicate if your firm has ever defaulted on a contract, or ever failed to complete any work, and if so, why.
 - ix. Please list all roofing product manufacturers that your firm is currently certified to install, and the warranted systems and type/level of certification for each.
 - x. Finally, please list the projects currently under contract including contract value, scheduled completion date, contact person and phone number.

E.4.6 Project Management Plan

Each Offeror should submit a Project 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 A**.

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 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.

E.4.10 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of <u>Attachment C</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.

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 10:00 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

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 3, 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 4716 of the Department's Procurement Regulations (27 DCMR § 4716).

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

Each Contractor will be required to maintain the following types of insurance throughout the life of the contract. The Contractors shall be responsible for the payment of all costs associated with the required insurance, including any and all premiums and, in the case of a claim, any applicable deductible.

- **G.1.1** Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) 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. The Contractor will be required to maintain this coverage in force 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 each 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.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.

Attachment A

Form of Offer Letter with Hourly Rates Schedule

Attachment A

[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 -

On-Call Roofing Repairs

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 on-call roofing repairs 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:

\$ see attached spreadsheet

The Offeror acknowledges and understands that the Hourly Rates set forth above are fixed, loaded rates to fully complete the 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].

Jineere	ту,		
By: Name: Its:			

Sincerely

Bid Item	Base Contract Year	Option Year 1	Option Year 2
1. Hourly billing rates (per man, including over	rhead, G&A, profi	t and any other o	charges)
 a. Demolition and removal of existing roof materials 			
 b. Roof Repair including installation of new material 			
 c. Removal and disposal of waste material 			
d. Supervision of work2. Overtime rate (specify conditions when this	s applies (e.g., ove	er 40 hours, weel	kends, etc)).
 a. Demolition and removal of existing roof materials 			
 b. Roof Repair including installation of new material 			
c. Removal and disposal of waste material			
d. Supervision of work			
Vehicle charges, if any (specify if per mile, per day or per trip charge)			
4. Materials markup (%) 5. Misc. (furnish detailed list and cost)			

Attachment B

Disclosure Statement

Attachment B

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 Chief Operating Officer

Camille Sabbakhan General Counsel

Charles J. Brown, Jr. Deputy General Counsel JW Lanum Associate Director,

Contracts and Procurement Division

June Locker Deputy Director,

Capital Construction Services

-	any past or present business, familiar, or personal relationship in the space atra sheets if necessary.
B.	Leftwich & Ludaway
	Thomas D. Bridenbaugh
-	any past or present business, familiar, or personal relationship in the space atra 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.

Attachment B

OFFER	ROR:			
By:				
•				
Title:				
Date:				

Attachment C

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 D

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

	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

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

Rates Fringes

CARP1831-002 04/01/2012

ELEC0026-016 06/03/2013

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

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 01/01/2013

Rates Fringes

2 of 8

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		9.61
Glazing Contracts over \$ million		9.61
PAIN0051-015 06/01/2013		
	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher		8.91
PLAS0891-005 07/01/2012		
	Rates	Fringes
PLASTERER	•	5.85
PLAS0891-006 05/01/2010		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHE		9.58
PLAS0891-007 08/01/2011		
	Rates	Fringes
FIREPROOFER		
Handler		3.89
Mixer/Pump Sprayer		3.89 3.89
Spraying of all Fireproofin Fireproofing materials. Thi soft. Intumescent fireproof including but not limited	s includes wet ing and refract	or dry, hard or ion 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) ALL Other Work		9.51+a 16.25+a					
and the day after Thanksgiving	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 Courth 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 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