



REQUEST FOR PROPOSAL (RFP)

Date: July 1, 2011

RFP NUMBER: RFP No. 0628-11-TJE-PPEA

RFP SUBJECT: Thomas Jefferson Elementary PPEA Design and Construction

SEALED PROPOSALS TO BE SUBMITTED ONLY TO: Purchasing Office / City of Falls Church
300 Park Ave., Suite 300 East
Falls Church, Virginia 22046 / Phone (703) 248-5007

PROPOSAL DUE DATE AND TIME: **by no later than July 22, 2011 at 12:00 p.m.**
Prevailing Local time (Purchasing Office Clock)

Proposals are to be presented for time and date validation **ONLY to the City of Falls Church Purchasing Office.**

All inquiries and questions should be made in writing and forwarded to Faye Smith, Purchasing Manager, via email to fsmith@fallschurchva.gov with copy to hkimble@fccps.org by no later than **five (5) business days prior to the RFP due date.**

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSAL

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Please type or legibly print all information.

LEGAL NAME & ADDRESS OF FIRM:

_____ By: _____
Company's Legal Name Authorized Representative - Signature in Ink

Address _____ Name: _____

_____ Title: _____

_____ Zip: _____ Date: _____

Phone: _____ Email: _____

FAX: _____ VA SCC Business Registration # _____
See Section 8.5 "Proof of Authority To Transact Business In VA"

This RFP contains appropriately marked proprietary and/or confidential Information. __No __Yes

The City of Falls Church and its Public Schools are committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability or that this document be made available in an alternate format, call 703 248-5007, (TTY 711).

The City of Falls Church and its Public Schools do not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Proposer or Proposer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

PPEA SOLICITATION REQUEST FOR PROPOSALS CONCEPTUAL PHASE

Falls Church City Public Schools, Virginia Thomas Jefferson Elementary School PPEA Design and Construction

1. INTRODUCTION/SUMMARY

- 1.1. The City of Falls Church (“City”) and Falls Church City Public Schools (“FCCPS”) (herein collectively described as “Owner”) desires to contract with an experienced and qualified Private Entity under the Public Private Education Facilities and Infrastructure Act (PPEA) for the design and construction of additions and renovations for the existing Thomas Jefferson Elementary School located at 601 South Oak Street, Falls Church, VA 22046 (herein referred to as “Project”). The Project is described in this Request for Proposals document (herein referred to as “RFP”). See Section 10 for proposal due date and time.
- 1.2. The Project includes the design and construction services to build three new additions along with associated renovations and site utilities with an estimated value of four to five million dollars (Task One). Following the successful completion of Task One, there is the potential for additional tasks at this or other school facilities. An anticipated summary scope of Task One work is as follows:
 - 1.2.1 Construct a new three story Addition on the East side of the existing school to include (12-15) 900 SF Classrooms, (3) 450 SF Special Education Classrooms, Stair Tower, and new Restrooms on each floor.
 - 1.2.2 Construct a new expansion to the existing Kitchen/Cafeteria to include a 935 SF Cafeteria expansion and 300 SF Cold Storage Facility.
 - 1.2.3 Provide a new water/fire utility service. The sprinkler system shall be designed for future coverage of the entire facility.
 - 1.2.4 After an evaluation of the existing Electrical Service and Emergency Generator, it may be necessary to provide a new Electrical Service, Switchgear, and Emergency Generator for the entire facility.
 - 1.2.5 Associated storm drain, landscaping, tree preservation, floodplain verification, parking/paving, and other site improvements to meet permit requirements including an expansion of the paved play area and removal of two classroom trailers.
 - 1.2.6 Code required ADA improvements to the existing facility based on the addition scope.
- 1.3. The City adopted a document entitled, "Public-Private Education Facilities and Infrastructure Act of 2002, Model Guidelines, Revised October 2009" on June 27, 2011.
- 1.4. The Falls Church City Public Schools Master Plan Final Report dated March 2011 can be accessed at <http://www.fccps.k12.va.us/board/facilitystudy/index.html>.
- 1.5. Facility Designs should meet the following minimum criteria:
 - 1.5.1 Comply with the current *Fairfax County Public Schools Design Guidelines*.
 - 1.5.2 Compatible architecturally with existing facility.

- 1.5.3 Gain the approval of FCCPS, School Board, and City of Falls Church.
- 1.6. The project will require phasing during construction to maintain continual operation of the existing Thomas Jefferson Elementary School. A safety plan will be required to insure safe egress of students, parents, and staff during construction.
- 1.7. The Proposer understands, acknowledges and agrees that some or all of the Project may be financed with Qualified School Construction Bonds ("QSCAB") involving federal funds under the American Recovery and Reinvestment Act of 2009 ("ARRA"). The Proposer shall comply, and shall cause all subcontractors, including but not limited to the Contractor, to comply, with all provisions of ARRA, and all regulations related thereto, applicable to the project, including but not limited to Section 1601 of Division B of ARRA regarding "Application of Certain Labor Standards to Projects Financed with Certain Tax-Favored Bonds" and related regulations set forth in the Code of Federal Regulations ("CFR"), including but not limited to 29 CFR 5 et seq. The Proposer understands that the language attached as Attachment E entitled "Davis-Bacon and Related Acts and Procedures" will be required for inclusion in the Design-Construction contract with the City of Falls Church for the Project.
- 1.8. Public-Private Education Facilities and Infrastructure Act of 2002 for the City are being followed for this PPEA selection, which provide for a two part proposal submission process consisting of an initial "Conceptual Phase" Request for Proposals (RFP), and subsequent "Detailed Phase" Proposals.
- 1.9. The objective of this RFP is to select a short list of highly qualified Private Entities to receive a Request for Detailed Proposals. The City of Falls Church may, at any time, require the Proposer to provide additional information, additional copies of prior submissions, and/or clarification to any submission. Since this is a solicited proposal, there is no proposal review fee required from the Private Entity.
- 1.10. The City of Falls Church intends to enter into a Comprehensive Agreement with the successful Proposer that will have specific contract provisions that may include: an initial Contract Cost Limit for all project costs (land, design and construction); temporary relocation costs; fixed fees; Guaranteed Maximum Price at 65% design; "open book" contracting; design review process; incentives such as "shared savings"; and liquidated damages. A draft Comprehensive Agreement will be provided to firms short listed to receive a Request for Detailed Proposals. The principal member of any business association, such as a joint venture or limited liability corporation, must provide a performance guaranty in accordance with section VII.D of the PPEA/PPTA Guidelines.
- 1.11. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City of Falls Church's website: www.fallschurchva.gov. The **Purchasing & Procurement** link which contains RFP/Bid information is listed in the Popular Topics Section on the home page. This solicitation and any associated addenda will also be published through eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (<http://eva.virginia.gov>).
- 1.12. Proposers should note that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the RFP. **Proposers are solely responsible for checking the City of Falls Church's Website (as detailed above) to insure that they have the most current information regarding the RFP.**

- 1.13. All questions pertaining to this solicitation must be in writing and received by no later than five (5) business days prior to the RFP closing date. All questions shall be directed only to:

Faye Smith, Purchasing Agent
The City of Falls Church
300 Park Ave, Falls Church, VA 22046
fsmith@fallschurchva.gov Phone: 703.248.5007 (TTY 711)
with a copy to hkimble@fccps.org

No inquiries, if received by the Purchasing Agent in less than five (5) business days of the date set for the opening of proposals, will be given any consideration. Any material question or interpretation of a specification or requirement, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City's website (www.fallschurchva.gov) no later than three (3) days before the date set for receipt of proposals. If utilized for the initial RFP release, addenda will also be published through eVA (the Commonwealth of Virginia's e-procurement portal for registered suppliers). Oral answers will not be authoritative.

- 1.14. Milestones - These dates are preliminary and are subject to change:

- 1.13.1 Issue Request for Proposals (RFP) – July 1, 2011
- 1.13.2 Last Day for Questions on RFP – July 15, 2011 4:00 PM EST
- 1.13.3 Proposals Due – July 22, 2011, 12:00 PM EST
- 1.13.4 Short List of Successful Proposals – August 5, 2011
- 1.13.5 Issue Request for Detailed Proposals – August 8, 2011
- 1.13.6 Detailed Proposals Due – August 26, 2011
- 1.13.7 Sign Comprehensive Agreement with Successful Proposer – September 2011
- 1.13.8 Construction Begins – January 2012

2. CONTACTS

This Request for Proposals is issued on behalf of the City of Falls Church and the Falls Church City Public Schools. There should be no contact with City or FCCPS employees or staff, or the Program Manager below concerning or related to this RFP without the prior approval of the Purchasing Agent listed below or the Purchasing Agent's designee.

2.1. Purchasing Agent Contact:

Faye Smith, Purchasing Agent
The City of Falls Church
300 Park Ave, Suite 300 East
Falls Church, VA 22046
Phone: (703) 248-5007 (TTY 711) / Fax: (703) 248-5444
Email: fsmith@fallschurchva.gov with copy to hkimble@fccps.org

2.2. Program Management: Owner's Consultant

ARCADIS
 9861 Broken Land Parkway
 Columbia, Maryland 21046
 Mr. Warren Walker, AIA, Vice President
 Phone: 410-381-1990 x37 or 1-888-842-2000 x37
 Fax: 410-381-0109
 Email: warren.walker@arcadis-us.com

3. GENERAL INFORMATION

- 3.1. The City's Purchasing Agent listed above or designee shall be the sole point of contact for the Owner for the purposes of preparation and submission of the RFP proposal.
- 3.2. The evaluation of a Request for Proposals takes a considerable effort to complete, and the effort depends on the number of proposals received. The Owner will attempt to meet the milestone dates stated in Section 1.13; however, that may not be achievable. The City will announce by letter, and post on applicable websites and the City's public notice board, the short list of the most highly qualified Successful Proposers that will be asked to respond to the Request for Detailed Proposals for the Project. The City's Public Notice board is located in City Hall, 1st Floor East, 300 Park Ave., Falls Church, VA 22046.

4. DEFINED TERMS

Terms used in this Request for Proposals have the meanings indicated below.

- 4.1. **Architect/Engineer (A/E)** – The Design/Build Entity's party who will be providing design professional services
- 4.2. **Comprehensive Agreement** – According to the PPEA Guidelines, the selected Private Entity shall enter into a Comprehensive Agreement with the City of Falls Church
- 4.3. **Contractor** – The Private Entity's party who will be providing construction contracting services.
- 4.4. **Engineer** – The Private Entity's party who will be providing design professional services (also known as Architect/Engineer or "A/E").
- 4.5. **Issuing Office** – see section 2.1 above
- 4.6. **Owner** – The City of Falls Church / Falls Church City Public Schools, Virginia ("City")
- 4.7. **Owner's Consultant** – Consultant hired by the Falls Church City Public Schools to assist with the RFP process.
- 4.8. **Private Entity** – the Proposer who the Owner will contract with for the Project.
- 4.9. **Program Manager** – The Falls Church City Public Schools consultant for Construction Management Services
- 4.10. **Project** – PPEA services including Design/Build for Thomas Jefferson Elementary School as described herein.
- 4.11. **Proposal** – The Proposer's document provided in response to the RFP
- 4.12. **Proposal Documents** - The Advertisement or Invitation, Request for Proposals, and Qualification Proposals, including all Addenda issued prior to acceptance of Qualification Proposals.
- 4.13. **Proposer** - One who submits a Proposal directly to the Owner.

- 4.14. **Qualification Exhibits**—Documents prepared by the Private Entity (Design/Build Team), which demonstrate the Proposer’s qualifications and that meets the Owner’s requirements as set forth herein.
- 4.15. **Request for Proposals (RFP)** – The initial Conceptual Phase submission as defined in the City’s PPEA Guidelines.
- 4.16. **Request for Detailed Proposals** – The subsequent Detailed Phase submission by firms shortlisted in the RFP stage, as defined in the City’s PPEA Guidelines.
- 4.17. **Successful Proposer** - The Proposer, to whom Owner, on the basis of Owner’s evaluation as hereinafter provided, qualifies for receiving the Request for Detailed Proposals for the Falls Church City Public Schools Thomas Jefferson Elementary School.

5. COPIES OF PROPOSAL DOCUMENTS

- 5.1. This document, referenced documents, and attachments constitute the entire Request for Proposal package.
- 5.2. Copies of the RFP Documents made available are only for the purpose of obtaining Qualification Proposals for the Work and do not confer a license or grant to Proposers for any other use.

6. EXAMINATION OF SITE:

- 6.1. On request, Owner will provide each Proposer reasonable access to the Site to conduct such examinations and investigations as each Proposer deems necessary for submission of a Proposal.

7. QUESTIONS, INTERPRETATIONS AND ADDENDA

- 7.1. All questions about the meaning or intent of the RFP Document are to be directed to the Purchasing Agent in writing by fax or email, with a simultaneous copy to the Owner’s Consultant by fax or email.
- 7.2. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and posted on the City’s website. Proposers are solely responsible for checking this website regularly for all Addenda.
- 7.3. Questions received less than five (5) days prior to the date for opening of the RFP proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.4. Addenda may be issued to clarify, correct, or change the Proposal Documents as deemed advisable by Owner.

8. ELIGIBILITY CRITERIA (Minimum Qualifications)

An unsatisfactory response, in deemed the Owner’s sole opinion, to any item in the category titled “Eligibility Criteria” will be considered sufficient cause to disqualify an applicant from further consideration for short-listing for this Project.

- 8.1 **Responsiveness to RFP** – Only responsive applications will be considered and evaluated. A responsive application must be completed according to the instructions, and include all required attachments and requested information as noted in Section 14.2 below

- 8.2 **Debarment Status** – By submitting an application, the Proposer certifies that neither it nor any affiliated entity is currently debarred from submitting bids or has otherwise agreed not to submit bids on contracts with any government or business entity. If the Proposer experiences a material change in its debarment status after the application is submitted and prior to the award of the contract for the project, the Proposer shall notify City of Falls Church of the change in writing at the time the change occurs or as soon thereafter as is reasonably practicable. If at any time during the evaluation process the Proposer is issued a debarment judgment then this will be considered grounds for automatic disqualification.
- 8.3 **License** – The Proposer must provide copies of their firm’s Commonwealth of Virginia Contractor’s and Architect’s Licenses with the RFP response.
- 8.4 **Bonding Capacity/Statement** – Proposers must provide a signed statement from their Surety stating that, based on present circumstances, the Surety will provide, at a minimum, a \$5 million (or value of the proposal, whichever is more) performance and payment bond for the Proposer in connection with the Project.
- 8.5 **Proof of Authority to Transact Business in Virginia** - The Proposer must be registered to do business in the Commonwealth of Virginia as follows:

A firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission (SCC). The Proposer’s SCC ID number shall be provided on the cover sheet of this solicitation on the line entitled “VA SCC Business Registration #”.

Any Proposer that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal for consideration by the City, a signed statement attached to the Cover Sheet of this RFP, describing why the Proposer is not required to be so authorized under Title 13.1 or Title 59 of the Code of Virginia. Any Proposer described herein that fails to provide the required information or for whom such signed exception is not considered valid or lawful by the City, shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted, in writing, by the City Manager.

9. **EVALUATION FACTORS**

The City will be the sole judge of the Proposer’s qualifications and experience, including experience with similar projects, demonstration of ability to perform work; leadership structure; project manager’s experience, management approach, financial condition, and project ownership. Evaluation factors are listed in no order of preference:

9.1. **Qualifications and Experience**

- 9.1.1. **Experience with similar projects** – During the evaluation of experience and ability to perform the work, emphasis will be placed on a Proposer’s performance on recent projects of a similar size and nature to the Project, including Proposer’s ability to manage Owner’s project budgets, deliver a quality product, and meet scheduled completion dates. Preference will be given to firms with the following experience:

1. **Construction Experience** including the following:

Successful completion (on time, within budget, and per client’s specifications) of at least two (2) school renovation/addition construction projects of \$5 million or more in the last ten (10) years by the general contractor similar in scope to the Project in this RFP. Acceptable delivery methods include

Design/Bid/Build, Design/Build, and CM at Risk.

2. **Design Experience** including the following:

Education Experience - Successful completion (on time, within budget, and per client's specifications) of at least two school renovation/addition designs by the designated Design Project Manager.

3. **Design/Build Team Experience** including the successful completion of at least one (1) design/build project, together as a team, similar in scope to the Project in this RFP. Preference will be given to school renovation/addition projects.

9.1.2. **Demonstration of ability to perform work.** Provide details explaining how the firm or firms involved have current resources available to perform this Project.

9.1.3. **Leadership structure / Project manager's experience/key personnel experience** – Provide resumes demonstrating that the qualifications of the persons proposed for the following positions have relevant experience on projects of similar size and scope. Proposer must dedicate all key personnel to the project and may not make changes without written approval from the City. No substitutions of the key personnel represented below will be accepted without prior approval by the City. Request for approval to substitute may be submitted by the Contractor only for reasons beyond the Contractor's control. Approval by the City will not be granted unless the Contractor can demonstrate that the reason for the substitution is justified and that the substituting individual has, at a minimum, an equivalent level of experience comparable to that of the individual being substituted.

1. **Key Personnel** include the following:

- A. Design/Build Project Manager – Experience on design/build projects of similar scope is required.
- B. Design Project Manager - Experience with education facilities is required.
- C. Project Architect - Experience with education facilities is required.
- D. Construction Project Manager – Experience with projects of similar scope is preferred.
- E. Construction Superintendent – Experience with projects of similar scope is preferred.

2. **Other Team Members** include the following:

- A. Civil Engineer - Experience with The City of Falls Church is preferred.
- B. Mechanical, Electrical Engineer(s) – Experience with education facilities is preferred.

9.1.4. **Management Approach.** Provide a narrative explaining your approach to successfully manage the design and construction of the Project. Include a description and examples of how you will manage cost, quality and schedule.

9.1.5. **Financial Condition.** Financial data will be reviewed and compared to industry standards.

- 9.1.6. **Project Ownership.** Describe the project ownership of the general construction firm and architect/engineer firm and the relationship for this contract.
- 9.1.7. **References** – The City may contact the Proposer’s references listed in the application and may contact other potential references if referred to them in the course of this evaluation. The City reserves the right to contact any party it deems appropriate. By submitting a response to this Request for Proposals, the Proposer releases the City and any references from all liability concerning this exchange of information.
- 9.1.8. **Safety Performance** – Safety data will be reviewed and compared to industry standards.
- 9.1.9. **Claims/Final Resolution/Judgments** – Evaluation of this data will be based on the number of affirmative answers to the questions and the details provided in the explanation for each occurrence.
- 9.1.10. **Failure to Complete** – Evaluation of the Proposer’s failure to complete projects will be based primarily on the number of failure-to-complete occurrences and the explanations for the failure-to-complete occurrences.
- 9.1.11. **Other Relevant Criteria** – Any relevant information, included or not included in the proposal, deemed to be in the best interest of the City may be evaluated in determining whether or not to accept a Proposer’s submission. For example, the evaluation may also consider any additional references or experience with other City of Falls Church projects when determining acceptability of an applicant.
- 9.1.12. **Optional Information** – Information not covered above, that the Proposer deems relevant, may be provided and may be considered by the City.

10. SUBMITTAL OF PROPOSALS

- 10.1. One original (clearly marked on the cover as such), and eleven (11) copies of the Proposal, in addition to an electronic PDF copy of the Proposal on CD-ROM, shall be submitted to the Purchasing Agent, as listed in Section 2.1, on or before the due date and time listed in Section 1.13, in order to be considered. Late proposals will not be accepted. The proposals shall be addressed to the Purchasing Agent as indicated on page 1. Proposals shall be clearly identified with “Request for Proposals for the Thomas Jefferson Elementary School.”
- 10.2. Proposals shall be enclosed in an opaque sealed envelope or box, marked with the Project title and name and address of Proposer and accompanied by all required documents. If the Proposal is sent through the mail or other delivery system the sealed envelope or box shall be enclosed in a separate envelope or box with the notation “PROPOSAL ENCLOSED” on the face of it.
- 10.3. The City Purchasing Office is open for the receipt of proposals from 8:30 AM until 4:30 PM, Monday through Friday (excluding City holidays). The City is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- 10.4. The time of receipt shall be determined by the time the proposal is signed in at the Purchasing Office. Proposers are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel.
- 10.5. Any proposal received after the proposal due date and time as detailed on the first page of this solicitation whether by mail or otherwise, will not be accepted or considered. The time of receipt shall be determined by the time the proposal is signed in at the

Purchasing Office. Proposers are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

- 10.6. **The City and FCCPS are not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intra-City mail system or delivery by other means. Proposers are solely responsible for ensuring that their proposal is received and stamped by Purchasing Office personnel by the deadline indicated.**
- 10.7. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of context. Unnecessarily elaborate proposals, brochures of other presentations, expensive paper, bindings, visual and other presentation aids beyond that sufficient to present a complete and effective proposal are neither required nor desired.
- 10.8. Each copy of the proposal should be bound in a single volume. The City encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 10.9. The City will not consider information other than the materials provided in a duly submitted proposal and/or subsequent interviews for proposal evaluation purposes.
- 10.10. The City, FCCPS and their officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.
- 10.11. If the City declares administrative or liberal leave, scheduled receipt of proposals will be extended to the next business day after which administrative or liberal leave has been canceled.
- 10.12. Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.
- 10.13. Conditional proposals are subject to rejection in whole or in part.
- 10.14. The City is not liable for any costs incurred by any Proposer in connection with this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Proposer.

11. MODIFICATION AND WITHDRAWAL OF PROPOSAL

A Proposal may be modified or withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and shall be delivered to the address listed in Section 2.1 above prior to the date and time for the opening of the Proposals.

12. OPENING OF PROPOSALS

Proposals will be opened privately.

13. OWNER'S RIGHTS AND LIABILITIES

As set forth in the City's PPEA Guidelines, the City reserves all rights available to it by law in administering these Guidelines including, without limitation, the right in its sole discretion to:

- 13.1 Reject any and all proposals at any time;
- 13.2 Terminate consideration or evaluation of any and all proposals at any time;
- 13.3 Suspend, discontinue and/or terminate discussions regarding confidentiality agreements, interim agreements and comprehensive agreements at any time prior to the authorized execution of such agreements by all parties;

- 13.4 Request and/or receive additional information regarding any proposal;
- 13.5 Issue addenda to and/or cancel any RFP or IFB;
- 13.6 Revise, supplement or withdraw all or any part of these Guidelines;
- 13.7 Request revisions to conceptual phase proposals.
- 13.8 A Proposer who submits a proposal agrees to hold the City of Falls Church and the City of Falls Church Public Schools, their officers, employees, agents and volunteers harmless and free from all liability, loss, injury, and/or cost and expense which might be incurred by such Proposer in responding to, or as a consequence of the RFP, and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by the RFP.
- 13.9 A Proposer shall not employ any Subcontractor, Supplier, or other individual or entity against which Owner may have reasonable objection. A Proposer shall not be required to employ any Subcontractor, Supplier or other individual or entity to furnish or perform any of the Work against which Proposer has reasonable objection.

14. PROPOSAL CONTENT

- 14.1 Proposal documents are generally subject to the Virginia Freedom of Information Act ("FOIA") except for specific exemptions of certain documents from public disclosure. See the City of Falls Church PPEA Guidelines and the latest Code of Virginia regulations. Clearly mark any information that is considered confidential and proprietary.
- 14.2 The Proposals submitted shall be structured in the following manner addressing all Eligibility Criteria and Evaluation Factors listed in Sections 8 and 9 above. Information shall be satisfactory for posting and publication, unless expressly waived by the City, as follows:

14.2.1. Volume I – Qualifications and Experience, Other Factors

- A. Executive Summary or Letter of Introduction
- B. Table of Contents. Include a referenced page number for each section of the Table of Contents and number all proposal pages.
- C. Qualifications and Experience. Narrative including Attachments A and B.
- D. Resumes
- E. Management Approach
- F. Past Projects – Contractor. Narrative including Attachment C.
- G. Past Projects – Architect/Engineer. Narrative including Attachment D
- H. Optional information not covered above that the Proposer deems relevant

14.2.2. Volume II – Financial Statement - Confidential,

15. ATTACHMENTS TO THIS REQUEST FOR PROPOSAL:

- A. Qualifications and Experience Form
- B. Applicant Information Form
- C. Past Projects – Contractor Form
- D. Past Projects – Architect/Engineer Form

Attachment A
QUALIFICATIONS AND EXPERIENCE

1. Proposer Name: _____
Provide all names under which the applicant does or has done business in the last ten (10) years:

Is the Proposer related to another firm as a parent, subsidiary, or affiliate? Yes___ No___

If yes, attach names and addresses for all affiliated, parent and/or subsidiary companies, and state the nature of each affiliation. _____

2. Address: _____

3. Tax Identification Number
(EIN/SSN): _____

4. Is Proposer a corporation? Yes_____, No_____

If yes, what is the State of incorporation?

If not incorporated, specify method and date of organization: _____

If a partnership, attach partnership details (such as partner's names and individual contact information for each partner). If a Joint Venture (JV), attach the JV agreement and provide details of the intended role of each JV member, including appropriate additional attachments (at a minimum an Attachment C or D for each JV member).

5. Initial if: Minority Owned: _____, Women Owned: _____, Neither: _____.

If so, provide, as attachment, any governmental certifications thereof.

Specify the portions of the Work that the Proposer expects to subcontract: _____

Provide contact information including name, title, phone number and email address of the person who can respond authoritatively to any questions regarding this response: _____

6. List all companies in the Consortium of firms for this venture, and provide the following information for each:

a. Contractor _____
Years in business _____ Size of Company (# of employees) _____

b. Design Firm _____
Years in business _____ Size of Company (# of employees) _____

Attachment A
QUALIFICATIONS AND EXPERIENCE

- c. MEP Engineer _____
Years in business _____ Size of Company (# of employees) _____
 - d. Civil Engineer _____
Years in business _____ Size of Company (# of employees) _____
 - e. Other _____
Years in business _____ Size of Company (# of employees) _____
7. List firm (s) that will provide completion guarantees and warranties:
- a. Firm Name _____
Years in business _____ Description of Guarantees and Warranties _____
8. List Key Personnel as proposed for this project (attach resumes):
- a. Design/Build Project Manager _____
 - b. Design Project Manager _____
 - c. Project Architect _____
 - d. Construction Project Manager _____
 - e. Construction Superintendent _____
9. List Other Team Members as proposed for this project including the following:
- a. Civil Engineer _____
 - b. Mechanical Engineer _____
 - c. Electrical Engineer _____

Attachment B**APPLICANT INFORMATION
(PROVIDE FOR EACH PRIME FIRM)****A. ELIGIBILITY CRITERIA (Minimum Qualifications)**

1. **Responsiveness to Request for Proposals** – Responsiveness is defined in the Request for Proposals, Section 8, entitled **Eligibility Criteria**.
2. **Debarment Status** – Has the applicant, or any affiliate, ever been the subject of any of the following actions:
 - a. Debarment (state, local or federal) Yes___ No___
 - b. Deletion from a Prequalified Bidders List Yes___ No___
 - c. Other action which resembles debarment Yes___ No___

If yes, provide details on a separate sheet for each instance.
3. **License** - Attach copies of the Proposer's Commonwealth of Virginia Contractor's & Architect's Licenses.
4. **Bonding Capacity/Statement** - Attach a signed statement from applicant's Surety stating that, based on present circumstances, the Surety will provide performance and payment bonds for the Proposer in connection with the Project.
 Total bonding capacity \$ _____
 Available bonding capacity\$ _____
5. **Authority to Do Business in the Commonwealth of Virginia** – Include on the cover sheet, the Proposer's VA State Corporation Commission ID number or attach an acceptable signed statement in accordance with requirements of Section 8.5.

B. EVALUATION FACTORS – QUALIFICATIONS AND EXPERIENCE

1. **Project Performance**
 - a. Using a separate copy of Attachment C or D for each project, provide details of two (2) or more past projects that are most similar in size and scope to the Project.
 - b. Attach a list of any other relevant projects in the last five (5) years with a contract value greater than \$5 million.
 - c. **Preferred Construction Experience** – Provide on Attachment C.
 - d. **Preferred Design Experience** – Provide on Attachments D.
 - e. **Design/Build Team Experience** – Provide on Attachments C and D.
2. **Personnel Qualifications/Experience** – Attach resumes of Design/Build Project Manager, Design Project Manager, Project Architect, Construction Project Manager and Construction Superintendent. Emphasize years of design or construction experience, last employer, last position, and experience on similar projects. Higher consideration will be given in the evaluation if the key personnel have worked together on previous successful projects, have demonstrated experience on projects similar in type and scope to the Project, i.e., Education design and construction projects.

 Attach resumes of other team members including Civil Engineer, Project Architect, Mechanical Engineer, and Electrical Engineer. Emphasize years and types of experience, last employer, last position, and experience on similar projects. Higher consideration will be given in the evaluation if the other team members have worked together on previous successful projects; have demonstrated experience on projects similar in type and scope to the Project, i.e., Education design and construction..

Attachment B

**APPLICANT INFORMATION
(PROVIDE FOR EACH PRIME FIRM)**

3. **References** – Reference information is addressed on Attachments C and D.

4. **Financial Data**

a. Submit the Proposer's (including each partner with an equity interest of twenty percent (20%) or greater) reviewed and audited financial statements from the past two years, preferably 2009 and 2010. Complete balance sheets and income statements must be included. The statements shall be enclosed in a separate sealed envelope and included in the application package and it should be noted if the statement is for a parent company.

Has the applicant, or any affiliate, ever been denied bonding or had bonding revoked?

Yes___ No___

If yes, provide details on a separate sheet for each instance.

b. Provide a copy of your current credit rating.

c. What is your Dun and Bradstreet (DUNS) number (if applicable): _____

5. **Safety Performance (Contractor)** – Please provide the following information on a separate sheet of paper:

a. Experience Modification Factor (EMF) for past five years.

b. A list of OSHA citations levied during the past three years. Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each.

c. Details from your organization's 2009 OSHA 200 log indicating:

- Number of lost workday cases
- Number of restricted workday cases
- Number of cases with medical attention only
- Number of fatalities

6. **Claims/Final Resolution/Judgments** – Have any of the following actions occurred on, or in conjunction with, any project performed by the Proposer, any affiliate, or their officers, partners or directors in the last five years?

a. Legal Action Implemented by Proposer against Owner Yes___ No___

b. Legal Action Implemented by Proposer against Subcontractor Yes___ No___

c. Legal Action Implemented by Owner Yes___ No___

d. Legal Action Implemented by Subcontractor Yes___ No___

e. Settlement or Close-Out Agreement in effect with Owner Yes___ No___

f. Judgments Yes___ No___

g. Arbitrations Yes___ No___

If the answer to any of items a. through g. above is yes, provide details on a separate sheet for each instance.

7. **Conflict of Interest** - Identify any persons known to the applicant who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to Virginia State and Local Government Conflict of Interest Act (Va. Code §§ 2.2-3100 *et seq.*). _____

Attachment B

**APPLICANT INFORMATION
(PROVIDE FOR EACH PRIME FIRM)**

8. **Termination - Applicant** – Has your organization ever been terminated for work awarded to it? This includes termination for default or for the convenience of the Owner or any other reason for failing to complete a project. Yes___ No___

If yes, provide details on a separate sheet for each instance.

9. **Schedule Control** – Does your company normally use a CPM scheduling control system? If yes, identify the system(s): _____

10. **Bankruptcy:** Has your business filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances:

11. **Liquidated Damages Assessment:** Has your company ever been assessed liquidated damages in the past five (5) years on a construction contract? If yes, please explain the circumstances:

12. **Performance Bond Implementation:** Within the last five (5) years has your firm ever required any performance bond surety company to complete, or arrange for completion (take-over), of any contract originally awarded to your firm? If yes, please explain the circumstances: _____

13. **Contract Termination:** Within the last five (5) years, has your firm had a contract terminated for cause and/or ever had rights to proceed under a contract terminated? If yes, please explain the circumstances: _____

14. **Breach, Default, Debarred:** Within the last five (5) years, has your firm been disqualified, removed, or otherwise declared in material breach or default of any construction contract by a public agency, or debarred from participating in bidding for any construction contract? If yes, please explain the circumstances: _____

Attachment C

PAST PROJECTS - CONTRACTOR

(For **each** cited project, the Proposer shall use a separate copy of this form to provide details of projects that are most similar in size and scope.)

1. Contractor Name: _____

If Contractor's Name is not the same as Proposer's name, state relationship (i.e. parent company, subsidiary, JV etc.): _____

Project Manager: _____

Superintendent: _____

2. Project Name: _____

Facility Name: _____

Project Location: _____

Contract # _____ Project # _____

Project Delivery System _____

3. Owner: _____

Address: _____

Contact Person: _____

Contact Title, Phone Number, and Email Address: _____

4. Engineer: _____

Address: _____

Contact Person: _____

Contact Title, Phone Number, and Email Address: _____

5. Construction Manager (if any): _____

Address: _____

Contact Person: _____

Contact Title, Phone Number, and Email Address: _____

Attachment C

PAST PROJECTS - CONTRACTOR

6. Contract Dates (completion dates should reflect substantial completion - if not indicate)

Notice to Proceed: _____

Contractual Completion: _____

Actual Completion: _____

7. Description of Project: _____

8. Original Contract Value: \$ _____

Final Contract Value: \$ _____

Value of Change Orders to Date: \$ _____

Value of Owner Change Orders

To Date: \$ _____

Outstanding Claims to Date: \$ _____

9. Bonding Company: _____

Address: _____

Contact Person: _____

Contact Title, Phone Number, and Email Address _____

10. Additional Comments: (attach if needed): _____

Attachment D
PAST PROJECTS – ARCHITECT/ENGINEER

(For **each** cited project, the Proposer shall use a separate copy of this form to provide details of projects that are most similar in size and scope)

1. Architect Name: _____

If Architect Name is not the same as Proposer's name, state relationship (i.e. parent company, subsidiary, JV etc.): _____

Project Manager: _____

2. Project Name: _____

Facility Name: _____

Project Location: _____

Contract # _____ Project # _____

Project Delivery System: _____

3. Owner: _____

Address: _____

Contact Person: _____

Contact Title, Phone Number, and Email Address _____

4. Contractor: _____

Address: _____

Contact Person: _____

Contact Title, Phone Number, and Email Address _____

5. Construction Manager (if any): _____

Address: _____

Contact Person: _____

Contact Title, Phone Number, and Email Address _____

Attachment D
PAST PROJECTS – ARCHITECT/ENGINEER

6. Contract Dates (completion dates should reflect substantial completion - if not indicate)

Notice to Proceed: _____

Contractual Completion: _____

Actual Completion: _____

7. Description of Project: _____

8. Original Contract Value: \$ _____

Final Contract Value: \$ _____

Value of Change Orders to Date: \$ _____

Value of Owner-Initiated Change

Orders to Date: \$ _____

Value of Changed Condition Change

Orders to Date: \$ _____

Value of Change Orders due to

Architect errors to Date: \$ _____

Outstanding Claims to Date:

10. Additional Comments: (Attach if needed)

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

[Code of Federal Regulations]

[Title 29, Volume 1]

[Revised as of Jul 1 1, 2009]

From the U.S. Government Printing Office via GPA Access

[CITE: 29CFR5.5]

Page 115-121

TITLE 29-LABOR

PART 5 LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING

Subpart A - Davis-Bacon and Related Acts Provisions and Procedures

Sec 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding*. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

Attachment E**DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES**

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* —(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for

Attachment E**DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES**

the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

DAVIS-BACON WAGE DETERMINATION RATES

General Decision Number: VA100198 06/03/2011 VA198
 State: Virginia
 Construction Type: Building

Counties: Fairfax, Fairfax* and Falls Church* Counties in Virginia.

*INDEPENDENT CITIES

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	11/05/2010
1	11/12/2010
2	05/06/2011
3	05/27/2011
4	06/03/2011

ASBE0024-012 10/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	.\$ 31.79	14.68

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

ASBE0024-013 10/01/2010

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Mechanical Systems).....	\$ 19.86	7.17

BOIL0045-004 10/01/2010

	Rates	Fringes
BOILERMAKER.....	.\$ 32.91	18.42

BRDC0001-003 05/02/2010

	Rates	Fringes
BRICKLAYER.....	.\$ 27.21	7.21

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

BRDC0001-004 05/01/2011

	Rates	Fringes
MASON - STONE.....	.\$ 32.88	13.99

BRDC0001-005 05/01/2010

	Rates	Fringes
TILE FINISHER.....	\$ 20.48	8.44

BRDC0001-006 05/01/2010

	Rates	Fringes
TILE SETTER.....	\$ 25.29	9.59

CARP0388-004 08/01/2010

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work, and Metal Stud Installation)	\$ 26.38	7.06

* ELEC0026-034 06/01/2011

	Rates	Fringes
ELECTRICIAN.....	.\$ 40.67	13.37

HVAC Temperature Controls, Alarms on New Construction or wherever Alarm System is installed in conduit

ELEC0026-038 03/07/2011

	Rates	Fringes
SOUND AND COMMUNICATION TECHNICIAN	\$ 25.55	7.57+3%

Sound Technician, Low Voltage Wiring for Alarms does not include New Construction or Alarms installed in conduit

ELEV0010-006 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.55	21.235+a+b

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

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.

ENGI0077-022 05/01/2010

	Rates	Fringes
Power equipment operators:		
(1) Tower cranes and cranes 100 ton and over.....	\$ 32.09	7.87+a+b
(2) 35 ton cranes & above; tower & climbing cranes.	.\$ 31.09	7.87+a+b
(3) Excavator; Cranes (All other).....	.\$ 30.63	7.87+a
(4) Bulldozer.....	\$ 29.92	7.87+a
(5) Roller.....	\$ 27.89	7.87+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Memorial Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY: Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-008 06/01/2010

	Rates	Fringes
IRONWORKER (Ornamental & Structural).....	\$ 28.83	13.81

LABO0011-001 06/01/2010

	Rates	Fringes
LABORER (Mason Tender Cement/Concrete).....	\$ 20.71	5.97

PAIN0051-029 06/01/2010

	Rates	Fringes
GLAZIER		
Over \$2 million.....	\$ 27.29	8.31
Under \$2 million.....	\$ 24.57	8.31

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

PAIN0051-030 06/01/2010

	Rates	Fringes
PAINTER (Drywall Finishing/Taping, Brush & Roller, & Spray).....	\$ 24.10	8.04

* PLUM0005-013 01/01/2011

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe & System Installation).....	\$ 37.67	14.82+a
PLUMBER.....	\$ 37.67	14.82+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.

SFVA0669-005 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.95	17.00

SHEE0100-042 01/01/2011

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 35.59	13.01

SUVA2010-099 09/20/2010

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 15.69	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 18.85	3.78
LABORER: Common or General.....	\$ 13.20	2.00
LABORER: Landscape.....	\$ 10.64	0.00
LABORER: Mason Tender - Brick...	\$ 10.90	2.35
LABORER: Pipelayer.....	\$ 15.47	2.27
LABORER: Mason Tender - Pointer, Caulker, Cleaner.	.\$ 10.83	0.00
OPERATOR: Backhoe.....	\$ 19.20	3.19

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

OPERATOR: Bobcat/Skid Loader...	\$ 15.62	2.40
OPERATOR: Forklift.....	\$ 17.93	7.28
OPERATOR: Loader.....	\$ 20.63	4.80
OPERATOR: Mechanic.....	\$ 18.23	1.59
ROOFER.....	\$ 21.55	7.01
TRUCK DRIVER: Dump Truck.....	\$ 13.25	1.80

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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

Attachment E

DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

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