

SOLICITATION N40080-12-R-2679  
P109 CHILD DEVELOPMENT CENTER ADDITION/ALTERATION AT  
WRNMMC BETHESDA, MARYLAND

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REQUEST FOR PROPOSAL  
LARGE MULTIPLE AWARD CONSTRUCTION CONTRACT  
(LMACC)

P109 CHILD DEVELOPMENT CENTER  
AT THE  
NAVAL SUPPORT ACTIVITY  
WRNMMC, BETHESDA, MARYLAND

ISSUE DATE 18 January 2012

ISSUED BY: NAVFAC WASHINGTON  
1314 HARWOOD STREET, SE, BLDG 212  
WASHINGTON NAVY YARD, DC 20374-5018

ADDRESS FOR THE LMACC WEBSITE:  
<https://www.neco.navy.mil>

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This Request for Proposal (RFP) is for solicitation number N40080-12-R-2679; P109 CHILD DEVELOPMENT CENTER ADDITION/ALTERATION AT THE NAVAL SUPPORT ACTIVITY WRNMMC, BETHESDA, MARYLAND. This solicitation consists of the following documents:

1. Contract Documents:
  - A. Instructions to Offerors
  - B. Contract Clauses
  - C. Technical Evaluation Factors
  - D. Price Schedule
  - E. Wage Determination

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**A. INSTRUCTIONS TO OFFERORS**

- (1) Your acquisition point of contact for this RFP is Matthew Gilliard at 202-685-8002, or email [matthew.gilliard@navy.mil](mailto:matthew.gilliard@navy.mil).

The project is located at the southwest side of Naval Support Activity (NSA) at Bethesda. The proposed site is approximately 5.5 ac, bounded on the West by Building 26, North by Stoney Creek, and Building 56, East by the Satellite Pharmacy, Parking Lot H and South by Jones Bridge Road. Access to the existing CDC is via a driveway off Stokes Road or from the adjacent H-Lot connector. For referencing purposes, the driveway off Stokes Road will be referred to as CDC Loop.

This proposed development consists of three components. The scope is to construct a single-story 34,291 gsf new Child Development Center (CDC) to support an additional 300 children; a single-story 5,262 gsf of new Continuous Child Care Facilities (CCCCF) to support 20 children and to renovate 2,992 sf of an existing 27,700 gsf CDC, Building 26, and all associated utilities and appurtenance to service this development. Specific requirements of the development are as follows:

**Demolition**

Site demolition consists of existing asphalt parking lot, existing sidewalks, curb and gutters, tennis court, transformer, lighting, site structures, utilities and fire hydrant as required.

Existing Building 26, CDC demolition consists of selective walls, doors, millworks and the Mechanical Electrical Plumbing (MEP) system to accommodate current and future function requirements.

**New and Renovated Improvements**

The one story large CDC will include Child Activity Room (CARs) for children from six weeks through 5 years of age. This facility will also provide radiant heat flooring for infant, pre-toddler, spaces for administrative support, reception area, offices, training room, staff support, break room, storage area, facility support, kitchen with a loading area, janitor's closet, laundry area, mechanical room, telecommunication, electrical closets and a closed circuit TV room. This facility will also provide a fire protection system, Heating Ventilating, and Air Conditioning (HVAC) system, mechanical, electrical, telecommunication and a security system.

The one story CCCC with an Option A will include Child Activity/ Sleeping Room, spaces for administrative support, reception area, director's office, staff support, break room, storage area, change area, facility support, kitchen, pantry, laundry area, dining room, mechanical room, telecommunication, electrical closets and a closed circuit TV room. This facility will also

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provide a fire protection system, HVAC system, mechanical, electrical, telecommunication and a security system.

The building envelope for both buildings will consist of brick-veneer, load bearing masonry structure with a painted dry wall finish. The exterior material selection and building scale will integrate the existing CDC and the two new buildings into a campus design.

As indicated in the existing CDC renovation drawings in 2.1 and 2.2 of Part 6, the renovation of the existing CDC (building 26) comprises the reverting two rooms (rooms 131 & 141) to accommodate a change of use from Infant-room to Pre-School and Toddler rooms respectively; the conversion of a Pre-toddler room to a training room, and renovation of lobby, administrative, supporting space and corridor.

Site improvements include driveways, parking areas, exterior playground areas with security fencing, shade and storage structures, access drive for emergency vehicles, bus shuttle stop, storm water management, erosion and sediment control and the associated service utilities. In addition, screened dumpster enclosure and loading area shall be provided for CDC.

This project will conform to all Anti Terrorism/Force Protection standards, LEED Silver 3.0 as a requirement and EPA 2005 and EISA 2007 criteria. Pursuant to the satisfaction of the LEED Silver requirement Air Barrier with testing and enhanced LEED commissioning is required.

(2) The construction duration time is 527 calendar days from date of award. This includes 15 days for receipt review and approval of administrative submittals.

(3) The following milestones are established for this procurement:

Issue Solicitation	18 January 2012
Pre-Proposal conference and site visit	7 February 2012
<b>Proposals due</b>	<b>29 February 2011</b>
Construction Completion Date	527 calendar days after award this included 15 days for bonds & insurance submittals)
RFI Cut-off date	15 February 2012 Close of Business

Award will be based on best value in accordance with the technical factors and price.

(4) The design/build budget amount is **\$16,037,886**. Offerors will submit a signed Price Schedule including overhead certification.

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- (5) A site visit has been scheduled for 7 February 2012 1:00 PM. We will meet at Bldg 14 at Walter Reed National Military Medical Center, Bethesda, Maryland.
- (6) Proposals shall be submitted to NAVFAC Washington, Bldg 212, Washington Navy Yard, DC 20374 Attn: Matthew Gilliard by Wednesday, February 29, 2011 at 2:00 PM. Three (3) copies of Price Proposal (1) Original and (2) Copies; Three (3) copies of Technical Proposal (1) Original and (2) Copies. Hand delivered to the mailroom on the first floor of Bldg 212. Hand delivered proposal MUST be submitted directly to the mail room. Offerors are solely responsible for the timely delivery of proposals and cautioned to plan ahead for unexpected delays. All proposals must be received PRIOR to the due date and time. Any bids received after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4. A proposal received at 2:01 PM will be considered late. Facsimile copies or emails will NOT be accepted.
- (7) Inquiries during the proposal preparation period shall be submitted by email in word format to [matthew.gilliard@navy.mil](mailto:matthew.gilliard@navy.mil) by 15 February 2012. All proposals must be received PRIOR to the due date and time. Any bids received after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4. A proposal received at 2:01 PM will be considered late.

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**B. CONTRACT CLAUSES**

**FAR 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK - ALT I (APR 1984)**

The Contractor shall be required to commence work under this order within 15 calendar days (administrative time for submission and approval of bonds and insurance), and complete the entire work not later than 527 calendar days.

**FAR 52.211-12, LIQUIDATED DAMAGES – CONSTRUCTION (SEP 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$7,950.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the termination clause.

(End of Clause)

**FAR 52.222-6, DAVIS BACON ACT (JULY 2005)**

The following Department of Labor Wage Determination applies to this order:

General Decision Number: **MD120081 01/13/2012 MD81**  
State: Maryland

The applicable Department of Labor General Wage Decision for this work is: MD120081 Modification 02 dated 01/13/2012.

**FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the area covered are as follows:

The goal for minority participation for each trade is 28%

The goal for female participation for each trade is 6.9%.

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the

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covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is St Mary's County, Maryland.

**FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION**  
**(OCT 2010)**

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

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(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

**FAR 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS**  
**(APR 1984)**

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

**FAR 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS**  
**(JUN 2003)**

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Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

**FAR 52.236-27, SITE VISIT (CONSTRUCTION) (FEB 1995) ALT I (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation.

(b) Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

**DFAR 252.203-7005 Representation Relating to Compensation of Former DoD Officials.**

As prescribed in 203.171-4(b), insert the following provision:

**REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS**  
**(NOV 2011)**

(a) *Definition.* “Covered DoD official” is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

**DFAR 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements**

**ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES**

**RESTRICTING THE USE OF MANDATORY ARBITRATION**

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AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b) (1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

**DFARS 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) - (MAR 1979)**

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The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

**DFARS 252.227-7023 Drawings and Other Data to Become Property of Government – (MAR 1979)**

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

**NFAS 5252.228-9305, NOTICE OF BONDING REQUIREMENTS (MARCH 2006)**

- (a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% of the contract construction price.

A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract construction price.

- (b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent’s authority to sign bonds for the surety company
- (c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run beginning on the 527th day, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

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**NFAS 5252.236-9312 DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE**

**(AUGUST 2006)**

(A) In the event of conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

(1) Any portions of the proposal or final design that exceed the requirements of the solicitation.

(a) Any portion of the proposal that exceeds the final design.

(b) Any portion of the final design that exceeds the proposal.

(c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

(2) The requirements of the solicitation, in descending order or precedence:

(a) Standard Form 1442, Price Schedule, and Davis-Bacon Wage Rates.

(b) Part 1 – Contract Clauses.

(c) Part 2 – General Requirements.

(D) Part 3 – Project program Requirements.

(e) Part 6 – Attachments (excluding Concept Drawings).

(f) Part 5 – Prescriptive Specifications exclusive of performance specifications.

(g) Part 4- Performance Specifications exclusive of prescriptive specifications.

(h) Part 6 – Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto.

(End of clause)

**NFAS 5252.236-9313 Design-Build Contract - Incorporation of Designer-of-Record Final Design (Jul 2008).** As prescribed in 36.5100(c), insert the following clause:

**NFAS 5252.236-9313 DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN (JUL 2008)**

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

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If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract.

**NFAS 5252.242-9305 Performance Conference.**

**PRE-PERFORMANCE CONFERENCE**

Within \_\_15\_\_ days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

(End of clause)

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**C. TECHNICAL EVALUATION FACTORS**

**1. PROJECT SCOPE AND OBJECTIVES:**

**A. PROJECT DESCRIPTION:**

The project is located at the southwest side of Naval Support Activity (NSA) at Bethesda. The proposed site is approximately 5.5 ac, bounded on the West by Building 26, North by Stoney Creek, and Building 56, East by the Satellite Pharmacy, Parking Lot H and South by Jones Bridge Road. Access to the existing CDC is via a driveway off Stokes Road or from the adjacent H-Lot connector. For referencing purposes, the driveway off Stokes Road will be referred to as CDC Loop.

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The one story CCCC with an Option A will include Child Activity/ Sleeping Room, spaces for administrative support, reception area, director's office, staff support, break room, storage area, change area, facility support, kitchen, pantry, laundry area, dining room, mechanical room, telecommunication, electrical closets and a closed circuit TV room. This facility will also provide a fire protection system, HVAC system, mechanical, electrical, telecommunication and a security system.

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The building envelope for both buildings will consist of brick-veneer, load bearing masonry structure with a painted dry wall finish. The exterior material selection and building scale will integrate the existing CDC and the two new buildings into a campus design.

As indicated in the existing CDC renovation drawings in 2.1 and 2.2 of Part 6, the renovation of the existing CDC (building 26) comprises the reverting two rooms (rooms 131 & 141) to accommodate a change of use from Infant-room to Pre-School and Toddler rooms respectively; the conversion of a Pre-toddler room to a training room, and renovation of lobby, administrative, supporting space and corridor.

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**EVALUATION FACTORS**

The Proposed Task/Delivery Order will be awarded to the responsible offeror offering the best value to the Government. To make a determination of Best Value, the Government shall evaluate each offeror on the following criteria listed in order of importance:

Award of the contract shall be based on the Offeror whose proposal provides the best value to the Government considering all stated criteria. This procurement will be conducted in one phase. In terms of importance the Government considers Factors 1 through 4 to be equal in importance to each other and to be approximately equal in importance to Price. The Government reserves the right the right to reject any or all proposals at any time prior to award, to negotiate with any or all Offerors, and to award to the Offeror submitting the proposal determined by the Government to be the most advantageous.

**OFFERORS ARE ADVISED THAT AN AWARD MAY BE MADE WITHOUT DISCUSSIONS.**

Proposals should be submitted initially on the most favorable terms. Offerors should not assume that they will be contacted or afforded an opportunity to qualify, discuss or revise their proposals prior to award.

The solicitation requires the evaluation of price and the following no-cost/price factors and subfactors:

Factor 1: Relevant Experience (Proposed Design Team)

Factor 2: Past Performance

Factor 3: Technical Solution

Price

**Factor 1 – Relevant Experience (Proposed Design Team)**

A. Solicitation Submittal Requirements

The Offeror shall:

(1) Identify the Designer / architect of record

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(2) Provide relevant design projects (3 maximum, performed within five years of the date of issuance of the RFP or currently ongoing) that reflect the type of facility as described in the solicitation, as the subject project. The basis of relevance is established by the size, scope, complexity, and function of the subject project.

The Offeror shall utilize the attached form in response to this factor. Responses on forms other than the provided forms will not be considered. Include photographs if available. Responses shall be limited to 3 pages of 8 ½ x 11 per project.

Factor 1 - Relevant Experience (Proposed Design Team)	
Project No.:	
Contract Title and Location:	
Design Build or Design Bid Build:	
Design Agent's Partner/ Prime Contractor:	

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<p>Identify the firm for which this project is submitted:</p>  <p>Firm</p>  <p>Role in project, describe fully, indicate whether designer of record, consultant, design build, or other. Expand cell as required.</p>	
<p>Customer reference point of contact and current phone number:</p>  <p>Name</p> <p>Telephone</p> <p>Position</p> <p>Representative of</p>	
<p>Contracting officer point of contact and current phone number (For govt. contracts):</p>  <p>Name</p> <p>Telephone</p> <p>Contract Office</p>	
<p>Original construction award amount</p>	<p>Final construction contract amount</p>

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(NOT design fee)	(NOT design fee)
\$	\$
Provide Detailed explanation for change in construction value:  Enter NA if no change. Expand cell as required.	
Design completion date at Award	Final design completion date
List of design disciplines and key team members that worked on this relevant project and will work on this solicited project:	
Design team (AE of record and Consultants) that worked on relevant project:	

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Describe project. Provide sufficient information for evaluators to understand project scope and relevancy.

Project description, expand cell as required.

Project Photographs:

Project photos may be provided here. Add or expand cells as required.

**B. Basis of Evaluation:**

The proposal will be evaluated to determine the Offeror's demonstrated design experience in relevant projects of similar size, scope, complexity, and function. Relevant experience is defined as experience in the design of facilities comparable to the subject project as described in the solicitation. Relevance is strengthened by possessing:

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- (1) Design / Build experience with Prime Contractor proposed in Factor 2 for any and/or all submitted relevant experience.
- (2) Experience in campus design consisting of child development center and continuous child care center with a homelike / residential character.
- (3) Experience in design which facilitates planned development with a limited site area, less than 5 acres, while maintaining operations and access to adjacent facilities during construction.
- (4) Experience in energy modeling analysis and compliance with LEED building performance criteria for facilities that exceed EPACT 2005 minimum energy performance requirements

**Factor 2: Past Performance**

A. Solicitation Submittal Requirements:

The Past Performance Questionnaire, Attachment C, shall be forwarded, by the Offeror to all references and filled out accordingly. Offerors are required to provide PPQs with their proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. The questionnaires shall be returned no later than the proposal due date and time. PPQs sent directly to the government point of contact Matthew Gilliard at [matthew.gilliard@navy.mil](mailto:matthew.gilliard@navy.mil) , by the client(s) are acceptable.

Since the Government may contact the individuals identified in Past Performance Questionnaire, it is critical that these individuals be familiar with the project to answer specific questions regarding your performance. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary, affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the Offeror. In evaluating past performance, the Government will focus on information derived from the projects that are relevant to this project. The basis of relevance is the size, scope, function and complexity of the subject project.

Provide the DUNS number for the Construction team.

If the company has received a review through CCASS for the relevant projects under Factor 2, those evaluations may be provided in lieu of the Past Performance Questionnaire. Additionally, if a POC has provided a Past Performance Questionnaire through a previous solicitation and it is relevant and in the format required in this solicitation that previous questionnaire may be submitted.

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The offeror must ensure that the POC is current and update as the Government will validate these submittals.

**B. Basis of Evaluation:**

Past Performance information is one indicator of an Offeror's ability to successfully perform this contract. The assessment of the Offeror's past performance will be used as a means of evaluating the relative capability of the Offeror and establish a level of risk (high, moderate, or low) for successful performance under this contract. Past Performance findings will influence the standing of the Offeror. Findings will be used to validate proposals against established criteria. Offerors may be given an opportunity to address unfavorable reports of past performance, and the Offeror's response will be taken into consideration.

Evaluation of Past Performance will be a subjective assessment. The Government is seeking to determine whether the Offeror has consistently demonstrated a commitment to customer satisfaction, timely delivery of services, adherence to contract schedules, subcontractor management, safety management, quality control programs, good workmanship, conformance to specifications, and fair and reasonable prices.

**Factor 3: Technical Solution**

**A. Solicitation Submittal Requirements**

In response to this factor, the offeror shall certify that they have fully analyzed all requirements of the solicitation and that completion of the project is attainable for the budgeted amount. The Offerors' response to the Technical Solution Factor shall be in a narrative form not exceeding 12 single sided or 6 double sided pages of 8 ½ x 11 paper and include 11x17 drawings not to exceed 15 pages. At a minimum, the narrative and drawings shall describe the technical solution of the following requirements as specified in the RFP.

**Narratives shall address:**

- Strategy to maximize landuse and meet site constraints, program requirements and maintain surrounding existing buildings' operation and access during construction.

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- General description of site layout including, but not limited to, building orientation, roadways, parking (include ingress and egress), emergency vehicle and pedestrian access, accessibility route, ATFP standoff distances, utilities relocation and switch over.
- General concept proposed to meet Low Impact Development (LID) and Maryland Department of Environment (MDE) requirements.
- Project phasing strategy to meet operation and site constraints requirements.
- General concept of a welcoming, homelike feel, campus for both exterior façade and interior circulation for both the Child Care Development Center (CDC) and Continuous Child Care Facility (CCCF).
- Interior circulation/ adjacencies and outdoor playground for both the Child Care Development Center (CDC) and Continuous Child Care Facility (CCCF).
- Exterior façade describing how the proposed construction integrates with the immediate surrounding area and the existing base facilities design or architectural theme for both the Child Care Development Center (CDC) and Continuous Child Care Facility (CCCF).
- Strategy to exceed EPACT 2005 minimum energy performance requirements for both the Child Care Development Center (CDC) and Continuous Child Care Facility (CCCF).

**Drawings shall address:**

- Site Layout including building orientation, outdoor play area, roadways, parking, emergency vehicle and pedestrian access accessibility route (proposed and future by others), ATFP standoff distance. Drawing should also identify the number of existing spaces preserved and proposed new spaces at each parking lot.
- Main site utilities and utilities relocation
- LID and Stormwater Management Plan.
- Architectural Floor Plans, for both the Child Care Development Center (CDC) and Continuous Child Care Facility (CCCF), illustrating interior circulation / adjacencies and space tabulations
- Exterior elevation and building massing for both the Child Care Development Center (CDC) and Continuous Child Care Facility (CCCF).
- Building Cross-Section, for both the Child Care Development Center (CDC) and Continuous Child Care Facility (CCCF)

In addition to the required items above, the Government desires to include as many of the following prioritized items which are attainable within the project's budgeted amount. Offerors shall provide a narrative description of attainable items as part of their Technical Solution narrative.

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- Provide Solar Domestic Hot Water System per Part 3: Chapter 6, ESR D30, D301005 1.1.
- Extend Interior corridor window to ceiling for CARs per Part 3: Chapter 5, New CDC-CARs-Infants/Pre-toddlers, toddlers and preschooler C101005.
- Expand parking lot north of CDC Loop Road per Part 3: Chapter 3, 3.2.7; Chapter 6, ESR G20, G204002, G202090, G203006.
- Provide radiant floor heating for toddler CARs per Part 3: Chapter 1, 1.4; Chapter 5, New CDC-CARs-toddlers, D30; Chapter 6, ESR D30:, System Description and D304003 1.1.
- Capture storm water for cooling tower make-up water per Part 3: Chapter 1, 1.4; Chapter 6: ESR D20, D204090; ESR D30, D301005 1.1; ESR G30, 303007.
- Upgrade flooring for each CARs to wood pattern per Part 3: Chapter 5, New CDC-CARs-Infants/Pre-toddlers, toddlers and preschooler C302004, C302007.
- Provide radiant floor heating for preschool CARs per Part 3: Chapter 1, 1.4; Chapter 5, New CDC-CARs-preschool, D30; Chapter 6, ESR D30: System Description and D304003, 1.1.

**B. Basis of Evaluation**

It is the Government's intent that this project be accomplished accordance with the solicitation requirements. The budget amount to accomplish the effort is **\$16,037,886** which includes all design and construction.

The Government will evaluate the narrative and conceptual drawings considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the Offeror's technical solution to determine adherence to the technical requirements of the RFP.

**Price:**

**A. Submittal Requirements:**

P109 has a Design Build Budget of **\$16,037,886** exclusive of all items.

Offerors must provide a proposal that meets the scope of this project within the stated budgets for P109. Offerors proposal must also address all Bid items:

- Bid Item 0001: Base Bid(excluding items 0002-0008)
- Bid Item 0002: Provide Solar Domestic Hot Water System
- Bid Item 0003: Extend Interior corridor window to ceiling for CARs
- Bid Item 0004: Expand parking lot north of CDC Loop Road
- Bid Item 0005: Provide radiant floor heating for toddler
- Bid Item 0006: Capture stormwater for cooling tower make-up water
- Bid Item 0007: Upgrade flooring for each CARs to wood pattern

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- Bid Item 0008: Provide radiant floor heating for preschool

Prices will be evaluated in terms of reasonableness based on a comparison of Total Proposed Price, the Government Estimate and other prices received.

In addition, the price evaluation will take into consideration the Total Proposed Price plus the calculation of mark-ups. The Government will evaluate price mark-ups as follows: Using Form 4330/43(8/88), 5% of the Total Proposed Price will be entered on Line 8 and 5% of the Total Proposed Price will be entered on Line 23. The Total Cost (Line 30) will be calculated using the provided proposed rates. The total computed on Line 30 will then be added to the Total Proposed Price. This sum will result as the Total Mark-Up Price, which will be used in the evaluation to determine fair and reasonableness.

**B. Basis of Evaluation:**

1. Offerors shall submit their Price Proposal on the associated Price Schedule included in the solicitation.
2. If necessary, Offerors should identify any items in the scope that have been deleted or modified in order to meet the stated budget. Items that are deleted or modified should be clearly described and include the associated price, and such items must be identified in the technical portion of the proposal- except for their price. In all cases, the most viable design solutions should be presented for the stated budget. If technical issues are included in the price proposal, they must also be included in the technical proposal.
3. If the offeror determines that the project cannot be designed and constructed for a price that falls within the budget, scope variances shall be proposed for the Government's consideration. Each variance shall specifically identify the impact to the overall project and include an associated price, and such items must be identified in the technical portion of the proposal-except for their price.
4. Offeror shall submit calculation of Total Mark-Up Price Sheet.

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**Calculation of Total Mark-Up Price**

Evaluation of Price considers the Total Proposed Price, exclusive of all options, plus the calculation of mark-ups.

In addition to the prices submitted, the offeror shall provide proposed modification/change order percentage rates for field overhead, prime's overhead on subcontractors, prime's home office overhead, and prime's profit, as follows:

Field Overhead rate (line 9)	* _____ %
Prime's Overhead rate on Subcontractors (line 27)	_____ %
Prime's Home Office Overhead (line 28)	_____ %

The Government will evaluate price mark-ups as follows: Using Form 4330/43(8/88), 5% of the Total Proposed Price will be entered on Line 8 and 5% of the Total Proposed Price will be entered on Line 23. The Total Cost (Line 30) will be calculated using the provided proposed rates. The total computed on Line 30 will then be added to the Total Proposed Price. This sum will result as the Total Mark-Up Price, which will be used in the evaluation to determine fair and reasonableness.

The offeror is not required to calculate the mark-up price or submit the form. This information is provided only to describe how the Government will evaluate the price.

The above rates will become part of the successful contractor's resultant contract and will be applied to the direct costs of all contract modifications (additive or deductive) with a cumulative total value of up to 10% of the original contract award amount. Any modifications exceeding 10% of the original contract amount will be negotiated in accordance with FAR Part 15, DFARS Part 215, and any other applicable Federal regulation.

**\*Field Overhead will be evaluated as a percent mark-up and not a direct cost to the change proposal.** Field include costs incurred at the jobsite incident to the performance of the work, such as cost of superintendence, Overhead costs cover indirect costs incurred on this project that are chargeable only to this contract and timekeeping, clerical work, engineering, jobsite supervision, project manager, superintendent, general foreman, CQC Staff, field engineer, secretaries, change order estimators/negotiators, tool-shed keeper, supplies, office supplies, temporary protection, and/or maintenance, dust control, noise control, and winter protection.

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**D. PRICE SCHEDULE**

ITEM NO	DESCRIPTION	PRICE
0001	BASE BID – P109 Child Development Center Addition/Alteration: All work in accordance with the request for proposal, but not including work indicated in items 0002, 0003, 0004, 0005, 0006, 0007, or 0008.	\$ _____
0002	Price for Item 0002 shall be the addition of the following Work – Price for the work, complete, and useable in accordance with the RFP requirements;  Provide Solar Domestic Hot Water System per Part 3: Chapter 6, ESR D30, D301005 1.1.	\$ _____
0003	Price for Item 0003 shall be the addition of the following Work – Price for the work, complete, and useable in accordance with the RFP requirements;  Extend Interior corridor window to ceiling for CARs per Part 3: Chapter 5, New CDC-CARs-Infants/Pre-toddlers, toddlers and preschooler C101005.	\$ _____
0004	Price for Item 0004 shall be the addition of the following Work – Price for the work, complete, and useable in accordance with the RFP requirements;  Expand parking lot north of CDC Loop Road per Part 3: Chapter 3, 3.2.7; Chapter 6, ESR G20, G204002, G202090, G203006.	\$ _____

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\$ \_\_\_\_\_

0005      Price for Item 0005 shall be the addition of the following  
Work – Price for the work, complete, and useable in  
accordance with the RFP requirements;

Provide radiant floor heating for toddler CARs per Part 3: Chapter 1, 1.4; Chapter 5, New CDC-CARs-toddlers, D30; Chapter 6, ESR D30:, System Description and D304003 1.1.

\$ \_\_\_\_\_

0006      Price for Item 0006 shall be the addition of the following  
Work – Price for the work, complete, and useable in  
accordance with the RFP requirements;

Capture stormwater for cooling tower make-up water per Part 3: Chapter 1, 1.4; Chapter 6: ESR D20, D204090; ESR D30, D301005 1.1; ESR G30, 303007.

\$ \_\_\_\_\_

0007      Price for Item 0007 shall be the addition of the following  
Work – Price for the work, complete, and useable in  
accordance with the RFP requirements;

Upgrade flooring for each CARs to wood pattern per Part 3: Chapter 5, New CDC-CARs-Infants/Pre-toddlers, toddlers and preschooler C302004, C302007.

\$ \_\_\_\_\_

0008      Price for Item 0008 shall be the addition of the following  
Work – Price for the work, complete, and useable in  
accordance with the RFP requirements;

Provide radiant floor heating for preschool CARs per Part 3: Chapter 1, 1.4; Chapter 5, New CDC-CARs-preschool, D30; Chapter 6, ESR D30: System Description and D304003, 1.1.

\$ \_\_\_\_\_

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Total Items 0002-0008 \$ \_\_\_\_\_

Total Items 0001-0008 \$ \_\_\_\_\_

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Name & Address of Firm Submitting Offer:

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Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

ACKNOWLEDGEMENT OF AMENDMENT(S): \_\_\_\_\_

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**E. Wage Determination**

General Decision Number: MD120081 01/13/2012 MD81

Superseded General Decision Number: MD20100137

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

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

Modification Number    Publication Date

0                    01/06/2012

1                    01/13/2012

ASBE0024-007 10/01/2010

Rates            Fringes

ASBESTOS WORKER/HEAT & FROST  
 INSULATOR.....\$ 31.79            14.73

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

\* ASBE0024-010 10/01/2009

Rates            Fringes

ASBESTOS WORKER: HAZARDOUS  
 MATERIAL HANDLER (Removal of  
 hazardous material from  
 ceilings, floors, mechanical  
 systems, and walls).....\$ 18.85            7.10

\* BRMD0001-006 05/01/2011

Rates            Fringes

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TILE SETTER.....\$ 25.29      9.89

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\* BRMD0001-009 05/01/2011

Rates      Fringes

TILE FINISHER.....\$ 20.48      8.74

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\* BRMD0001-011 05/01/2011

Rates      Fringes

BRICKLAYER (Excluding  
Pointing, Caulking and  
Cleaning).....\$ 27.21      7.76

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BRMD0001-012 05/01/2011

Rates      Fringes

MASON - STONE.....\$ 32.88      13.99

-----  
CARP0132-017 05/01/2011

Rates      Fringes

CARPENTER (Including  
Acoustical Ceiling  
Installation, Drywall  
Hanging, Metal Stud  
Installation and Form Work).....\$ 26.74      7.45

-----  
CARP1831-002 04/01/2011

Rates      Fringes

MILLWRIGHT.....\$ 30.24      7.65

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ELEC0026-021 09/01/2008

Rates      Fringes

ELECTRICIAN (Communication

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and Sound Equipment).....\$ 24.25      3%+6.87

ELEC0026-022 06/01/2011

Rates      Fringes

ELECTRICIAN (Including low voltage wiring for and installation of alarms, HVAC controls).....\$ 39.75      3%+13.10+a

a.PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

ELEV0010-001 01/01/2011

Rates      Fringes

ELEVATOR MECHANIC.....\$ 38.55      21.785+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.

ENGI0077-018 05/01/2010

Rates      Fringes

OPERATOR: Bulldozer.....\$ 29.92      7.87+a

OPERATOR: Loader

Front End Loaders 3 1/2 cubic yards and above.....\$ 30.63      7.87+a

Front End Loaders Below 3 1/2 cubic yards.....\$ 29.92      7.87+a

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

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Thanksgiving and Christmas Day.

IRON0005-005 06/01/2009

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

IRON0201-006 05/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.20	14.33

LABO0657-017 09/05/2011

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 20.88	6.47
LABORER: Pipelayer.....	\$ 20.88	6.47

PAIN0051-014 06/01/2010

	Rates	Fringes
GLAZIER Glazing Contracts \$2 million and under.....	\$ 24.57	8.31
Glazing Contracts over \$2 million.....	\$ 27.29	8.31

PAIN0051-019 06/01/2010

	Rates	Fringes
PAINTER Brush, Roller, Spray and Drywall Finisher/Taper.....	\$ 24.64	7.86
Industrial.....	\$ 26.68	7.86

PLAS0891-005 07/01/2011

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	Rates	Fringes
PLASTERER.....	\$ 27.66	5.82

PLAS0891-006 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 27.15	9.58

PLAS0891-008 08/01/2011

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler.....	\$ 15.00	3.89
Mixer/Pump.....	\$ 17.00	3.89
Sprayer.....	\$ 21.50	3.89

PLUM0005-010 08/01/2011

	Rates	Fringes
PLUMBER.....	\$ 38.17	15.50+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-011 08/01/2011

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 37.62	17.22+a

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

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ROOF0030-016 05/01/2011

	Rates	Fringes
ROOFER.....	\$ 26.60	8.98

SFMD0669-001 04/01/2011

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

SH EE0100-015 07/01/2011

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 37.09	13.61

SUMD2010-091 08/04/2010

	Rates	Fringes
<b>LABORER</b>		
Common or General.....	\$ 14.15	2.30
Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	
Mason Tender - Brick.....	\$ 13.00	0.00
Mason Tender - Stone.....	\$ 14.03	0.00
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 13.21	
Mortar Mixer.....	\$ 16.61	9.08

<b>POINTER, CAULKER, CLEANER,</b> 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.....	\$ 19.19	0.00
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**POWER EQUIPMENT OPERATOR:**

Asphalt Roller.....	\$ 21.35	5.38
Backhoe.....	\$ 19.82	5.02
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00
Forklift.....	\$ 16.00	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50	5.18
Paver.....	\$ 17.47	6.36
Roller excluding Asphalt....	\$ 17.60	3.88

TERRAZZO WORKER/SETTER.....\$ 19.94          6.54

**TRUCK DRIVER**

Dump Truck.....	\$ 15.90	1.12
Tractor Haul Truck.....	\$ 17.87	9.98

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**WELDERS** - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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

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An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination

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- \* 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

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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION