

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1   39
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 10-Aug-2004	4. REQUISITION/PURCHASE REQ. NO. W44DQ7-3318-N031		5. PROJECT NO.(If applicable)
6. ISSUED BY ACA, FORT SILL DIRECTORATE OF CONTRACTING PO BOX 33501 1803 MACOMB ROAD FORT SILL OK 73503 0501	CODE W9124L	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W9124L-04-R-0003	
		X	9B. DATED (SEE ITEM 11) 15-Jul-2004	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) MULTIPLE AWARD/INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT FOR PERFORMANCE ORIENTED CONSTRUCTION, VARIOUS LOCATIONS, FORT SILL, OK.  See SF30 Continuation Page for details.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  10-Aug-2004

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 16-Aug-2004 04:00 PM to 20-Aug-2004 04:00 PM.

The required performance has changed from TITLE: MULTIPLE AWARD/INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT FOR PERFORMANCE ORIENTED CONSTRUCTION, VARIOUS LOCATIONS, FORT SILL, OK. THIS SOLICITATION IS 100% SET-ASIDE FOR SMALL DISADVANTAGED BUSINESS (SDB).PROJECT: MAINTENANCE, REPAIR, AND MINOR NEW CONSTRUCTION.THIS PROJECT IS SUBJECT TO STATUTORY COST LIMITATION ON CONSTRUCTION (\$750,000). to TITLE: MULTIPLE AWARD/INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT FOR PERFORMANCE ORIENTED CONSTRUCTION, VARIOUS LOCATIONS, FORT SILL, OK. THIS SOLICITATION IS 100% SET-ASIDE FOR SMALL DISADVANTAGED BUSINESS (SDB).PROJECT: MAINTENANCE, REPAIR, AND MINOR NEW CONSTRUCTION.THIS PROJECT IS SUBJECT TO STATUTORY COST LIMITATION ON CONSTRUCTION (USC Title 10:Section 2805 - \$750,000).THE MAGNITUDE (ESTIMATED PRICE RANGE) WILL BE STATED ON EACH TASK ORDER TO THIS CONTRACT..

CLIN 0001

The CLIN description has changed from TASK ORDER CONTRACT (TOC), FY04 to BASE ITEM - TASK ORDER CONTRACT, FY04.

The CLIN extended description has changed from FUNDS IN THE AMOUNT OF \$125,000.00 WILL BE MADE AVAILABLE FOR THE ABOVE CONTRACT. FUNDS WILL BE OBLIGATED UNDER INDIVIDUAL TASK ORDERS. to FUNDS IN THE AMOUNT OF \$125,000.00 WILL BE MADE AVAILABLE FOR THE ABOVE CONTRACT. FUNDS WILL BE OBLIGATED UNDER INDIVIDUAL TASK ORDERS. BASE PERIOD OF 1 OCT 04 THRU 30 SEP 05..

CLIN 0002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		
OPTION	OPTION 1 1 OCT 05-30 SEP 06 FFP TOC CONTRACT-OPTION 1 1 OCT 05-30 SEP 06 PURCHASE REQUEST NUMBER: W44DQ7-3318-N031				

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NET AMT

FOB: Destination

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Dollars, U.S.		
OPTION	OPTION 2 1 OCT 06-30 SEP 07 FFP TOC CONTRACT-OPTION 2 1 OCT 06-30 SEP 07 PURCHASE REQUEST NUMBER: W44DQ7-3318-N031				

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NET AMT

FOB: Destination

CLIN 0004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Dollars, U.S.		
OPTION	OPTION 3 1 OCT 07-30 SEP 08 FFP TOC CONTRACT-OPTION 3 1 OCT 07-30 SEP 08 PURCHASE REQUEST NUMBER: W44DQ7-3318-N031				

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NET AMT

FOB: Destination

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Dollars, U.S.		
OPTION	OPTION 4 1 OCT 08-30 SEP 09 FFP TOC CONTRACT-OPTION 4 1 OCT 08-30 SEP 09 PURCHASE REQUEST NUMBER: W44DQ7-3318-N031				

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NET AMT

FOB: Destination

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 23-JUL-2004 TO 24-JUL-2005	N/A	DIRECTORATE OF PUBLIC WORKS EVANS P. WARNER CONSTRUCTION BR., BLDG. 1950 FORT SILL OK 73503 5100 580-442-3898 FOB: Destination	W44DQ7

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 30-SEP-2005	N/A	DIRECTORATE OF PUBLIC WORKS EVANS P. WARNER CONSTRUCTION BR., BLDG. 1950 FORT SILL OK 73503 5100 580-442-3898 FOB: Destination	W44DQ7

The following Delivery Schedule item has been added to CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
01-OCT-2005	0	DIRECTORATE OF PUBLIC WORKS EVANS P. WARNER CONSTRUCTION BR., BLDG. 1950 FORT SILL OK 73503-5100 580-442-3898 FOB: Destination	W44DQ7

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
01-OCT-2006	0	DIRECTORATE OF PUBLIC WORKS EVANS P. WARNER CONSTRUCTION BR., BLDG. 1950 FORT SILL OK 73503-5100 580-442-3898 FOB: Destination	W44DQ7

The following Delivery Schedule item has been added to CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
01-OCT-2007	0	DIRECTORATE OF PUBLIC WORKS EVANS P. WARNER CONSTRUCTION BR., BLDG. 1950 FORT SILL OK 73503-5100 580-442-3898 FOB: Destination	W44DQ7

The following Delivery Schedule item has been added to CLIN 0005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
01-OCT-2008	0	DIRECTORATE OF PUBLIC WORKS EVANS P. WARNER CONSTRUCTION BR., BLDG. 1950 FORT SILL OK 73503-5100 580-442-3898 FOB: Destination	W44DQ7

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0004:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been added by full text:

PRICE SCHEDULE

**PRICE SCHEDULE**

W9124L-04-R-0003

ITEM DESCRIPTION AMOUNT

- 01 General and Administration Costs (expressed as a percent of direct & overhead cost). \_\_\_\_\_
- 02 Profit (expressed as a percent of administrative, direct & overhead cost). \_\_\_\_\_

Proposed Labor Categories and Rates (Contractor must propose to pay at least the minimum wage required under Davis Bacon).

		Proposed
	<b>OK030001*</b>	
03	Concrete Finisher Paving \$8.60	\$ _____
04	Pipelayer \$7.50	\$ _____
	<b>OK030008*</b>	
05	Carpenters \$8.20	\$ _____
06	Electricians \$8.45	\$ _____
07	Painters \$6.80	\$ _____
08	Plumbers, Pipefitters \$8.55	\$ _____
09	Roofers \$8.94	\$ _____
	<b>OK030014*</b>	
10	Asbestos Workers \$22.39/7.97 Fringe	\$ _____
11	Plasterers \$15.60/\$0.95 Fringe	\$ _____
12	Painters, Brush & Roller \$14.15/\$3.00 Fringe	\$ _____
13	Plumbers, Pipefitters \$21.80/7.55 Fringe	\$ _____
14	Electricians \$21.35/17.25%+4.00 Fringe	\$ _____

\* Wage Rates included in this solicitation are subject to amendment.

**BASIS FOR AWARD:** More than one award may be made as a result of this solicitation. Award will be made to the highest scoring offerors whose offer conforming to the solicitation is most advantageous to the Government, considering past performance, technical capability and price factors stated in the solicitation. The Government has the right to award or select other than the lowest cost or highest technical if it is determined Best Value e.g. Tradeoff Process to the Government. The Government fully intends to award **WITHOUT DISCUSSIONS**. Nevertheless, the Government may hold discussions and request final proposal revisions, if it is in the best interest of the Government.

The following have been modified:

SPECIFICATIONS

## **SPECIFICATIONS TASK ORDER CONTRACT**

1. **Objective.** The primary objective of this contract is to provide maintenance, repair, and rehabilitation services for Fort Sill facilities, at a fair and reasonable price and in a prompt and timely manner. Some minor new construction may also be required.
2. **General.** Work under this contract will be ordered by issuance of individual task orders. Task orders will be in the form of Requests for Proposal (RFP). Contractors will compete for work by responding to issued RFPs. Award will be based on either a firm fixed lump sum price or on the basis of best value to the Government. The Contractor shall, upon acceptance of a proposal by the Government, furnish all labor, material, equipment, transportation, engineering services and supervision to accomplish the required work described in the proposal. The Contractor shall also be responsible for all site visits, investigations, feasibility studies, designs, calculations, work plans, equipment startup and testing and/or repair, warranties, and training that is required. Each Contractor may be required to accomplish work on several task orders at one time. It is critical that the Contractors diligently execute all work under this contract and meet all project schedules and completion dates. If a Contractor fails to provide a quality product, on schedule, the Contractor may not receive additional task orders in excess of the minimum Government obligated amount specified by this contract.
3. **Task Orders Categories.** Types of work to be performed under this contract will vary and will fall into one of two task orders categories, Construction Only and Design/Build. In order to meet the objectives of this contract, the Contractor must not only provide expertise in routine construction activities, but also in diverse fields of engineering and design. The following types of work will be required:
  - a. **Construction.** Contractors will be required to perform a variety of common construction tasks. Trades related to all 16 divisions of the Construction Specification Institute (CSI) may be required. Other types of construction expertise may be required on a limited basis.
  - b. **Engineering and Design.** Contractors will be required to provide expertise in the following basic engineering disciplines for Design/Build projects. This list is not all-inclusive and other expertise may be required:
    - (1) Architecture.
    - (2) Civil Engineering.
    - (3) Cost Estimating and Analysis.
    - (4) Electrical Engineering
    - (5) Environmental Management and Conservation.

- (6) Mechanical Engineering.
- (7) Safety.
- (8) Structural Engineering.
- (9) Survey.
- (10) Systems Engineering.
- (11) Other Engineering and Sciences.

4. **Codes and Standards.** Work to be accomplished under this contract shall conform to all applicable current industry standards and/or nationally recognized publication governing application, performance, quality and safety. Specific publications may be identified as required by each task order. The Contractor is responsible for ensuring compliance with each standard or publication. The Contractors shall utilize the latest issue of the standard or publication as of the date of award. All work shall adhere to any and all applicable local, state and federal codes and regulations. All work shall comply with the latest edition of the applicable codes. Whenever a conflict occurs, the most stringent shall apply. When engineering and/or design work is required by the task order, licensed professional engineers, architects, and industrial hygienists shall certify that efforts meet all appropriate codes and standards.
5. **Permits.** The Contractors are responsible for identifying, obtaining and bearing the cost of all required federal, state, local, or installation permits.
6. **Typical Task Order.** Each task order will contain a schedule of supplies/services. The following information is typical of the schedule:
  - a. The category of work to be accomplished, (Construction Only or Design/Build).
  - b. For Construction Only, a detailed description of the work to be accomplished or, detailed drawings and specifications.
  - c. For Design/Build, a Government furnished performance type work statement. The work statement will describe the desired outcome of the task, the approximate budget and the completion time for both the design and the construction effort. Specific criteria, which the Government decides is essential to the design, will be included along with a description of the proposal evaluation process. This criterion will be used to evaluate proposals and make awards.
  - d. The location where the work is required.
  - e. The date when work on the task order shall begin.
  - f. The date when all required work identified on the task order is to be completed.
  - g. Identification of Government furnished property, if any.
  - h. A list of required submittals.

- i. Time and location of required meetings, if any.
  - j. Any and all other pertinent information.
7. **Contractor's Staff.** Contractors must be diversified. Each Contractor shall maintain the capability to provide a quick response to all task orders issued through out the contract period. To ensure the desired quick response, each Contractor shall staff and maintain an office within the Lawton/Fort Sill area.
  - a. **Contractor's Project Manager.** All work shall be accomplished under the direction of the Contractor's project managers. Project mangers will be identified, in writing, to the Contracting Officer prior to commencement of work under each task order. Should there be a need to change project managers during task order performance, the Contractor will notify the Contracting Officer in writing, within 10 calendar days of the change. The project managers shall be experienced in the field of work being accomplished and shall oversee task accomplishment, administer all instructions, and answer questions from the Contracting Officer or his/her designated representative. Additionally, the project manager shall be responsible for complete coordination of all work.
  - b. **Quality Control Program.** Each Contractor shall be responsible for implementing an effective quality control program. The quality control program shall ensure that all work conforms to the task order requirements whether performed by the Contractor, his subcontractors or suppliers. Each Contractor shall designate a qualified quality control person who shall have the authority to act in all quality control matters for the Contractor. This person shall be on-site while work is in progress or shall have a qualified designated alternate to act in his/her absence. The Contractor shall be responsible for performing all necessary inspections and tests. Records shall be maintained of all inspections and test performed. These records shall be turned over to the Contracting Officer or authorized representative at the completion of the Task Order.
8. **Design/Build:** When required by a task order, Contractors shall submit design/build proposals based on the Government's stated goals. Design/Build task orders will be a one step process. The Contractor's A&E service provider will have been pre-qualified and accepted by the Government in the TOC solicitation award process. A&E design services alone will not be solicited. Upon award, the proposal shall be developed into a formal design. The Contractor shall produce the documentation necessary to demonstrate, to the Government's satisfaction, that it's stated goals, including budget and time constraints, will be achieved. "Fast Tracking", i.e. construction operation allowed to commence prior to completion of finalized design documents, may be allowed when approved in writing by the Contracting Officer.
9. **Design/Build Documents.** Design/build task orders will require the contractors to develop the necessary documents to insure proper construction. Simple, less complicated designs may only require the Contractor's design team to develop and submit, along with product

information, a detailed scope of work for approval. However, more complex design proposals will require formal engineering documents such as detailed construction drawings, abbreviated specifications, load calculations, design analysis, material submittals and other pertinent data, to be developed and submitted. Each design/build task order will describe specific submittal requirements. These documents shall ensure that the Government's requirements are being met and shall also be used for the actual construction effort. These documents will also be used in the Contractors' quality control program as well as the Government's quality assurance program.

- a. **Construction Drawings.** Each design/build task order will specify if drawings are required, if the drawings are to be submitted to the Government for review during the design effort and at what intervals submittals are required. Drawings may include scaled and dimensioned floor plans, elevations, sections, details, site and utility plans, demolition plans, equipment layouts, etc... and shall represent all disciplines involved. Drawings shall be professionally prepared and shall clearly delineate the size, shape, quantities, location, and relationships of existing and/or new work. These drawings, when viewed along with the specifications, shop drawings, catalog cuts, and manufacturer's installation instructions and other submittals, shall provide a clear and concise representation of the work to be accomplished. Drawings shall be clear, legible, full size, 24 inch by 36 inch, bound hard copy prints and shall incorporate the Directorate of Public Works (DPW) standard title block, border and numbering convention. DPW standard title block, border and drawing numbers will be provided to the contractor upon award of the task order. When required by the task order, final versions of Government accepted drawings shall be submitted in computer-aided design and drafting (CADD) format and provided to the Government as electronic data recorded on Compact Disc (CD). Final versions of the drawings shall represent the "As Built" conditions. Drawings shall be provided as ".dgn" files made compatible with MICROSTATION 95. A drawing index shall accompany each set of drawings and CDs.
- b. **Construction Specifications.** Each design/build task order will specify if specifications are required, if the specifications are to be submitted to the Government for review during the design effort and at what intervals submittals are required. Specifications shall be provided to indicate the level of construction and material quality proposed for use. Edited versions of the Corps of Engineers Guide Specifications or other commercially available specifications, and/or edited versions of specific manufacturer's product specifications may be used. Specifications submitted for approval shall be clear, legible, 8½ inch by 11 inch, bound hard copy prints and shall be in the CSI format. Final versions of specifications shall be submitted as electronic data recorded on CD. Specifications shall be provided in Microsoft WORD format. Provide a table of contents with each set of project specifications.
- c. **Cost Estimate.** A cost estimate, based on the formal design package, shall be provided indicating the anticipated cost of construction. Cost estimates submitted for approval shall be clear, legible, 8½ inch by 11 inch, bound hard copy prints and shall present bare costs only. Estimates shall utilize the DPW engineering cost estimate format provided with the task order. Costs shall be divided into groups by disciplines and shall be totaled separately.

Final versions of the cost estimates shall be submitted as electronic data recorded on CD. Estimates shall be provided in Microsoft EXCEL format.

- d. **Miscellaneous Design Documents.** Miscellaneous documents essential to the design such as design analysis, pre-printed product descriptions, schedules, reports, certificates, permits and cultural assessments shall be provided on 8 ½-inch by 11-inch bound hard copy paper, except larger sheets may be used as required for graphs, schedules and other special calculation forms. Assemble all documents in a professional manner. Include cover sheets and a Table of Contents as needed.

#### SUPPLEMENTAL INFORMATION

##### SUPPLEMENTAL INFORMATION

1. The Government intends to make contract award to no less than four separate contractors. The contract period should be for one year (Base Year) with four, one-year options to extend. The Government's minimum obligation to each of the contractors will be \$25,000. The total five-year contract cost should not exceed \$60,000,000.
2. All work required by this contract will be related to maintenance, repair and/or minor new construction which is the responsibility of the Directorate of Public Works (DPW), Fort Sill.
3. Required work will be issued as individual task orders and provided to the Contractors in the form of Requests for Proposal (RFP). Task orders will be awarded competitively. Award will either be based on low bid or best value (stated in each task order) as determined by the Government.
4. Contractors must be diversified and will be required to obtain professional engineering design services as well as perform construction work. Each Contractor shall maintain the capability to provide a quick response to all task orders through out the contract period. To ensure the desired quick response, each successful offerer, upon notification of award, will be required to staff and maintain an office within the Lawton/Fort Sill area.
5. **Contractor selection will be based on proposals submitted by each Offerer. Proposals should support the Offeror's capabilities as they relate to the following Major Factors and associated Sub-Factors. Note that all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. These Major Factors are listed in descending order of importance.**
  - a. MAJOR FACTORS:
    - (1.) PAST PERFORMANCE: Past Performance consists of three sub-factors.
    - (2.) SUB-CONTRACTING SUPPORT CAPABILITY: Sub-Contracting Support Capability consists of two sub-factors:
    - (3.) PROFESSIONAL SUPPORT STAFF: Professional Support Staff consist of two sub-factors.
    - (4.) MANAGEMENT ABILITY: Management Ability consists of four sub-factors
    - (5.) QUALITY CONTROL PLAN: Quality Control Plan consists of four sub-factors.
    - (6.) COST: Cost consists of two sub-factors.
  - b. SUB-FACTORS: Evaluation of the Major Factors should be based on the following Sub-Factors.

Emphasis will be placed on demonstrated ability to perform in the following areas:

(1) **PAST PERFORMANCE:** Overall past performance (listed in descending order of importance) as evidenced by the following sub-factors:

- (a) Effectiveness of Management
- (b) Timely Performance
- (c) Quality Control

(2) **SUB-CONTRACTING SUPPORT CAPABILITY:** Overall support capability (equal in importance) as evidenced by the following sub-factors:

- (a) Plan of how to minimize response time between the prime contractor and his sub-contractors.
- (b) List of contemplated sub-contractors (both technical and trade), their specialties, and the rationale for their selection.

(3) **PROFESSIONAL SUPPORT STAFF:** Overall support personnel capability (equal in importance) as evidenced by the following sub-factors:

- (a) Capability of off-site staff, plan for architect-engineering support; list of registered professional engineers (to include their discipline and their role in the contract); and a list of individuals' experience with general project management and negotiations.
- (b) Past experience in the design of maintenance, repair and renovation projects.

(4) **MANAGEMENT ABILITY:** Overall management ability (listed in descending order of importance) as evidenced by the following sub-factors:

- (a) Management plan for on-site staff to include a list of proposed personnel, their background, and their respective position regarding this contract. Included in this information shall be a list of Professional Engineers and their disciplines, a list of other office staff including project managers, office managers, business managers and any other proposed management staff and their qualifications and respective positions and authorities regarding this contract.
- (b) Demonstrated ability to coordinate multiple sub-contracts on single or multiple projects at various locations, simultaneously.
- (c) Proposed plan to administer response time to both normal and accelerated Government needs and request.
- (d) Proposed plan to administer payroll and labor related functions.

(5) **QUALITY CONTROL PLAN:** Overall quality control ability (listed in descending order of importance) as evidenced by the following sub-factors:

- (a) Contractors' plan for the inspection and acceptance of work, correction of nonconforming work, acceptance and close-out procedures, and proposed plan for quality control staffing levels and quality control responsibilities.

- (b) Proposed plan to communicate workmanship and safety standards to sub-contractors.
- (c) Proposed plan for providing testing, quality control reporting, shop drawing and drafting procedures (to include CADD) and proposed testing methods and frequencies.
- (d) Proposed plan for submittal conformance.

(6) COST: Overall cost (equal in importance) as evidenced by the following sub-factors:

- (a) General and Administration Costs (expressed as a percent of direct & overhead cost).
- (b) Profit (expressed as a percent of administrative, direct & overhead cost).

6. Project is maintenance, repair and minor new construction and is subject to the statutory cost limitation on construction projects.

7. **PROPOSAL SUBMISSION INSTRUCTIONS:** Proposals shall be submitted on 8 ½ by 11 inch paper with any foldout sheets limited to 17 inches. Proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g., changes shall be underlined or printed in bold face. Revised pages shall be numbered, dated, submitted in appropriate number of copies, and shall be submitted on paper that is a different color than the original. Offerors are to submit two binders, in two envelopes, as follows:

- (1) Binder I Past Performance (four copies). Submit an original and three copies. Binder I shall be marked "Binder I - Past Performance, W9124L-04-R-0003".
- (2) Binder II Management (four copies). Submit an original and three copies. Binder II shall be marked "Binder II – Management, W9124L-04-R-0003" and shall consist of the following sections:
  - (a) Sub-Contracting Support Capability
  - (b) Professional Support Staff
  - (c) Management Ability
  - (d) Quality Control Plan
  - (e) Cost

8. **INDEX:** An index of the above sections shall be provided and should contain the title of the matters discussed referencing the specific topics addressed.

9. **PAST PERFORMANCE.** Summary of Offeror's past performance and capability with projects of same or similar work (complexity), and the Offeror's approach to accomplishing work required in the Request for Proposal (RFP). Offerors shall submit the information requested below as part of their proposal for both the Offeror and major (over \$500,000 per year) proposed subcontractors.

Provide references for up to ten (but a minimum of five) of Offeror's largest contracts of similar scope completed in the last three years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State, and local Government, and commercial businesses that are of similar scope, magnitude, and complexity to that which is detailed in this RFP. Include the following information for each contract and subcontract:

- 1. Name of contracting activity
- 2. Contract number
- 3. Contract title
- 4. Contract type

5. Brief description of contract or subcontract
6. Total contract price
7. Period of performance
8. Contracting Officer, telephone number, fax number, e-mail address
9. Program Manager, telephone number, fax number, e-mail address
10. Administrative Contracting Officer, if different from #8, telephone number, fax number, and e-mail address
11. List of major (over \$500,000 per year) subcontractors (if applicable).

Offerors should not provide general information on their performance on the identified contracts. The Offeror shall obtain general performance information from the references submitted in response to this solicitation. Offerors shall furnish a copy of the questionnaire at Attachment 1 to as many as ten (but a minimum of five) references. The Offeror shall provide instructions that the questionnaire shall be directly submitted to the Directorate of Contracting, Fort Sill, OK, no later than the due date for proposals. Responses may be mailed to the address in Block 7, Page 1, of this solicitation or faxed to (580)442-3819 or 8014. The Offeror shall indicate in his proposal which references received the questionnaire. This information is for follow-up purposes only. If no response is received from a reference, the Government will make an attempt to contact other references identified by the Offeror, to contact a reference not identified by the Offeror, or to complete the evaluation with those references that responded. If none of the references respond, the Offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government.

If negative feedback is received from an Offeror's reference, the Government will compare the negative response to the Offeror's other references to note differences provided to establish their performance history. Offerors will be given an opportunity to respond to adverse past performance (FAR 15.306). If Offeror's past performance is not acceptable, the matter will be referred to the SBA for a Certificate of Competency (FAR 15.101-2). A score will be assigned appropriately to the Offeror based on the information.

If an Offeror has no relevant past performance history, an Offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an Offeror does not indicate whether past performance history exists, the Offeror's proposal may be considered ineligible for award. If an Offeror, or the proposed employees for the Offeror, do not have any past performance history relating to this solicitation, the Offeror will not be evaluated favorably or unfavorably on this factor and will receive a neutral rating.

10. PROPOSAL CONTENT: Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offerors shall identify uncertainties and assumptions and provide specific proposal assumptions concerning the offeror's intent, capabilities, facilities, and experience. Clear identification is the sole responsibility of the offeror.

11. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK: Selected Contractors shall be required to start work under each Task Order within 30 calendar days after the date of receipt by him of the Notice of Award. Upon issuance of a Task Order, each Contractor shall be required to prosecute the work diligently and complete all work ready for use no later than the number of calendar days indicated on the Task Order. The time stated for completion of each order shall include final clean up.

12. CONTRACT DRAWINGS: Record drawings of many of the facilities which may require work are on file at the Directorate of Public Works, Design Branch and are available for review by the Contractors during normal business hours. Reasonable numbers of copies may be provided upon request. The Government assumes no responsibility for any deductions or conclusions made therefrom. Task Order Drawings will be provided electronically or as determined by the Contracting Officer.

13. ACCESS TO CONTRACTORS: Work to be accomplished under this contract shall be within Fort Sill's cantonment area, housing areas, and on its adjacent military reservation only. Work requirements will vary from site to site at the installation. Although a site visit is not required, Contractors are encouraged to visit the installation and familiarize themselves with post facilities. Most facilities are accessible 7:30 a.m.

to 4:00 p.m., Monday through Friday. Contractors' access to any facility shall be approved by and coordinated with the facility users and/or occupants.

14. **SCOPE OF WORK:** Construction work to be accomplished by this contract shall include engineering/design, maintenance, repair, rehabilitation, energy conservation, environmental protection, logistical support and/or operational tasks on various buildings and locations at Fort Sill. Each Contractor shall be required to perform all aspects of the tasks issued. All work shall be in accordance with the specification set forth in each Task Order.

15. **IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY:** Government furnished property will be, when applicable, identified on the individual task order.

16. **ASSIGNMENT OF WORK:** Work required by this contract shall be issued as individual task orders. All task orders shall be issued by the Directorate of Contracting only and shall be in writing.

17. **ORDER LIMITATIONS:** The minimum order shall be \$3,000.00. No single task order shall exceed \$5,000,000.00. The total sum of all orders issued to any one Contractor during the base year and any option year shall not exceed \$15,000,000.00.

18. **LIQUIDATED DAMAGES:** Minimum liquidated damages shall be as stated in each task order. The amount on each order reflects the Government's cost of inspection, administration, transportation, and the nature of the order.

The following have been deleted:

BID SCHEDULE

52.228-14	Irrevocable Letter of Credit	DEC 1999
52.242-13	Bankruptcy	JUL 1995
252.223-7001	Hazard Warning Labels	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

The following have been added by reference:

252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
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The following have been added by full text:

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

The following have been deleted:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.216-1	Type Of Contract	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.225-12 Alt I	Notice of Buy American Act Requirement - Construction Materials Under Trade Trade Agreements (Jan 2004) - Alternate I	MAY 2002
252.211-7002	Availability For Examination Of Specifications, Standards, Plans, Drawings, Data Item Descriptions, And Other Pertinent Documents	DEC 1991

#### SECTION 00700 - CONTRACT CLAUSES

The following have been added by reference:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.225-12 Alt I	Notice of Buy American Act Requirement - Construction Materials Under Trade Trade Agreements (Jan 2004) - Alternate I	MAY 2002
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.242-13	Bankruptcy	JUL 1995
252.223-7001	Hazard Warning Labels	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

The following have been added by full text:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award/IDIQ contract resulting from this solicitation.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 5 years. The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 calendar days, before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Directorate of Contracting, Bldg. 1803, PO Box 33501, Fort Sill, OK. 73503.

(End of Clause)

The following have been modified:

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$ \*

\* As stated in each Task Order.

(End of clause)

The following have been deleted:

52.236-28	Preparation of Proposals--Construction	OCT 1997
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

(End of Summary of Changes)

**The following items are applicable to this modification:**

SF30 CONTINUATION PAGE

MULTIPLE AWARD/INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT FOR PERFORMANCE ORIENTED CONSTRUCTION, VARIOUS LOCATIONS, FORT SILL, OK.

1. The opening date for this project is hereby extended to August 20, 2004, 4:00 PM local time.
2. Reference "BID SCHEDULE": Delete in its entirety and substitute the attached "PRICE SCHEDULE".
3. General Decision OK20030014 04/30/2004 is hereby deleted in its entirety and the attached

General Decision OK20030014 06/18/2004 is substituted.

4. Reference "SUPPLEMENTAL INFORMATION": Delete first paragraph and substitute the following:  
"Contractor selection will be based on proposals submitted by each Offerer. Proposals should support the Offeror's capabilities as they relate to the following Major Factors and associated Sub-Factors. Note that all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. These Major Factors are listed in descending order of importance and are followed by the sub-factors.

5. Reference "SUPPLEMENTAL INFORMATION": Delete paragraph 5 and substitute the following:

**"5. Contractor selection will be based on proposals submitted by each Offerer. Proposals should support the Offeror's capabilities as they relate to the following Major Factors and associated Sub-Factors. Note that all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. These Major Factors are listed in descending order of importance.**

c. MAJOR FACTORS:

(7.) PAST PERFORMANCE: Past Performance consists of three sub-factors.

(8.) SUB-CONTRACTING SUPPORT CAPABILITY: Sub-Contracting Support Capability consists of two sub-factors:

(9.) PROFESSIONAL SUPPORT STAFF: Professional Support Staff consist of two sub-factors.

(10.)MANAGEMENT ABILITY: Management Ability consists of four sub-factors

(11.)QUALITY CONTROL PLAN: Quality Control Plan consists of four sub-factors.

(12.)COST: Cost consists of two sub-factors.

d. SUB-FACTORS: Evaluation of the Major Factors should be based on the following Sub-Factors. Emphasis will be placed on demonstrated ability to perform in the following areas:

(1) PAST PERFORMANCE: Overall past performance (listed in descending order of importance) as evidenced by the following sub-factors:

(a) Effectiveness of Management

(b) Timely Performance

(c) Quality Control

(2) SUB-CONTRACTING SUPPORT CAPABILITY: Overall support capability (equal in importance) as evidenced by the following sub-factors:

(a) Plan of how to minimize response time between the prime contractor and his sub-contractors.

(b) List of contemplated sub-contractors (both technical and trade), their specialties, and the rationale for their selection.

(3) PROFESSIONAL SUPPORT STAFF: Overall support personnel capability (equal in

importance) as evidenced by the following sub-factors:

(a) Capability of off-site staff, plan for architect-engineering support; list of registered professional engineers (to include their discipline and their role in the contract); and a list of individuals' experience with general project management and negotiations.

(b) Past experience in the design of maintenance, repair and renovation projects.

(4) MANAGEMENT ABILITY: Overall management ability (listed in descending order of importance) as evidenced by the following sub-factors:

(a) Management plan for on-site staff to include a list of proposed personnel, their background, and their respective position regarding this contract. Included in this information shall be a list of Professional Engineers and their disciplines, a list of other office staff including project managers, office managers, business managers and any other proposed management staff and their qualifications and respective positions and authorities regarding this contract.

(b) Demonstrated ability to coordinate multiple sub-contracts on single or multiple projects at various locations, simultaneously.

(c) Proposed plan to administer response time to both normal and accelerated Government needs and request.

(d) Proposed plan to administer payroll and labor related functions.

(5) QUALITY CONTROL PLAN: Overall quality control ability (listed in descending order of importance) as evidenced by the following sub-factors:

(a) Contractors' plan for the inspection and acceptance of work, correction of nonconforming work, acceptance and close-out procedures, and proposed plan for quality control staffing levels and quality control responsibilities.

(b) Proposed plan to communicate workmanship and safety standards to sub-contractors.

(c) Proposed plan for providing testing, quality control reporting, shop drawing and drafting procedures (to include CADD) and proposed testing methods and frequencies.

(d) Proposed plan for submittal conformance.

(6) COST: Overall cost (equal in importance) as evidenced by the following sub-factors:

(a) General and Administration Costs (expressed as a percent of direct & overhead cost).

(b) Profit (expressed as a percent of administrative, direct & overhead cost)."

6. Reference "SUPPLEMENTAL INFORMATION", paragraph 7(2)(b): Delete "Support Staff" and substitute "Professional Support Staff".

7. Reference "SUPPLEMENTAL INFORMATION", paragraph 9: Delete first paragraph and substitute the

following: “**PAST PERFORMANCE.** Summary of Offeror’s past performance and capability with projects of same or similar work (complexity), and the Offeror’s approach to accomplishing work required in the Request for Proposal (RFP). Offerors shall submit the information requested below as part of their proposal for both the Offeror and major (over \$500,000 per year) proposed subcontractors.”

8. Reference “SUPPLEMENTAL INFORMATION”, paragraph 9: Delete Paragraph 4 and substitute the following: “ If negative feedback is received from an Offeror’s reference, the Government will compare the negative response to the Offeror’s other references to note differences provided to establish their performance history. Offerors will be given an opportunity to respond to adverse past performance (FAR 15.306). If Offeror’s past performance is not acceptable, the matter will be referred to the SBA for a Certificate of Competency (FAR 15.101-2). A score will be assigned appropriately to the Offeror based on the information.”

9. Reference “SUPPLEMENTAL INFORMATION”: Delete paragraph 11 and substitute the following: “11. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK: Selected Contractors shall be required to start work under each Task Order within 30 calendar days after the date of receipt by him of the Notice of Award. Upon issuance of a Task Order, each Contractor shall be required to prosecute the work diligently and complete all work ready for use no later than the number of calendar days indicated on the Task Order. The time stated for completion of each order shall include final clean up.”

10. Reference “SUPPLEMENTAL INFORMATION”: Delete paragraph 12 and substitute the following: “12. CONTRACT DRAWINGS: Record drawings of many of the facilities which may require work are on file at the Directorate of Public Works, Design Branch and are available for review by the Contractors during normal business hours. Reasonable numbers of copies may be provided upon request. The Government assumes no responsibility for any deductions or conclusions made therefrom. Task Order Drawings will be provided electronically or as determined by the Contracting Officer.”

11. Reference “SUPPLEMENTAL INFORMATION”: Delete paragraph 14 and substitute the following: “14. SCOPE OF WORK: Construction work to be accomplished by this contract shall include engineering/design, maintenance, repair, rehabilitation, energy conservation, environmental protection, logistical support and/or operational tasks on various buildings and locations at Fort Sill. Each Contractor shall be required to perform all aspects of the tasks issued. All work shall be in accordance with the specification set forth in each Task Order.”

12. Reference “SPECIFICATIONS”, paragraph 7 (a), third sentence: Delete “at least 10” and substitute “within 10”.

13. Reference “SPECIFICATIONS”: Delete paragraph 8 in its entirety and substitute the following:  
**8. Design/Build:** When required by a task order, Contractors shall submit design/build proposals based on the Government’s stated goals. Design/Build task orders will be a one step process. The Contractor’s A&E service provider will have been pre-qualified and accepted by the Government in the TOC solicitation award process. A&E design services alone will not be solicited. Upon award, the proposal shall be developed into a formal design. The Contractor shall produce the documentation necessary to demonstrate, to the Government’s satisfaction, that it’s stated goals, including budget and time constraints, will be achieved. “Fast Tracking”, i.e. construction operation allowed to commence prior to completion of finalized design documents, may be allowed when approved in writing by the Contracting Officer.

14. Reference FAR clause 52.217-8, Last sentence: Delete “6 months” and substitute “5 years”.

15. Delete FAR clause 52.219-6 in its entirety.

16. Reference FAR clause 52.236-22 (c) : After “\$”, add “As stated in each Task Order”.

17. Reference DFARS clause 252.236-7001 (e): Delete “Delivery Order” and substitute “Task Order”.

18. The following FAR clause is hereby added and made a part of this contract:

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

19. The following FAR clause is hereby added and made a part of this contract:

## 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986

(EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

**PRICE SCHEDULE**

W9124L-04-R-0003

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01	General and Administration Costs (expressed as a percent of direct & overhead cost).	_____
02	Profit (expressed as a percent of administrative, direct & overhead cost).	_____

Proposed Labor Categories and Rates (Contractor must propose to pay at least the minimum wage required under Davis Bacon).

		Proposed
	<b>OK030001*</b>	
03	Concrete Finisher Paving \$8.60	\$_____
04	Pipelayer \$7.50	\$_____
	<b>OK030008*</b>	
05	Carpenters \$8.20	\$_____
06	Electricians \$8.45	\$_____
07	Painters \$6.80	\$_____
08	Plumbers, Pipefitters \$8.55	\$_____
09	Roofers \$8.94	\$_____
	<b>OK030014*</b>	
10	Asbestos Workers \$22.39/7.97 Fringe	\$_____
11	Plasterers \$15.60/\$0.95 Fringe	\$_____
12	Painters, Brush & Roller \$14.15/\$3.00 Fringe	\$_____
13	Plumbers, Pipefitters \$21.80/7.55 Fringe	\$_____
14	Electricians \$21.35/17.25%+4.00 Fringe	\$_____

\* Wage Rates included in this solicitation are subject to amendment.

**BASIS FOR AWARD:** More than one award may be made as a result of this solicitation. Award will be made to the highest scoring offerors whose offer conforming to the solicitation is most advantageous to the Government, considering past performance, technical capability and price factors stated in the solicitation. The Government has the right to award or select other than the lowest cost or highest technical if it is determined Best Value e.g. Tradeoff Process to the Government. The Government fully intends to award WITHOUT DISCUSSIONS. Nevertheless, the Government may hold discussions and request final proposal revisions, if it is in the best interest of the Government.

GENERAL DECISION: **OK20030014** 06/18/2004 OK14

Date: June 18, 2004

General Decision Number: **OK20030014** 06/18/2004

Superseded General Decision Number: OK020014

State: Oklahoma

Construction Types: Building

Counties: Alfalfa, Beckham, Blaine, Caddo, Carter, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Love, Major, Marshall, Murray, Noble, Pontotoc, Roger Mills, Stephens, Tillman, Washita, Woods and Woodward Counties in Oklahoma.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004
2	02/20/2004
3	04/30/2004
4	06/18/2004

ASBE0064-002 07/16/2002

KAY COUNTY

	Rates	Fringes
Asbestos Workers/Insulator.....	\$ 18.15	5.89

SCOPE OF WORK:

Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems.

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ASBE0066-002 07/17/2001

BECKHAM, ELLIS, GREER, HARMON, HARPER AND ROGER MILLS COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator.....	\$ 17.05	4.86

Scope of Work:

Includes application of all insulation materials, protective coverings, coatings and finishings to all types of mechanical systems.

-----  
ASBE0094-003 07/16/2003

REMAINING COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator.....	\$ 22.39	7.97

7.97SCOPE OF WORK:

Includes application of all insulation materials, protective coverings and finishings to all types of mechanical systems.

-----  
BOIL0592-001 08/08/2001

	Rates	Fringes
Boilermaker.....	\$ 22.31	8.55

-----  
BROK0005-012 06/01/2003

BECKHAM, CADDO, CARTER, COMANCHE, COTTON, CUSTER, DEWEY, GARVIN, GRADY, GREER, HARMON, JACKSON, JEFFERSON, JOHNSTON, KIOWA, LOVE, MARSHALL, PONTOTOC, ROGER MILLS, STEPHENS, TILLMAN AND WASHITA COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 20.16	6.50

-----  
BROK0005-013 06/01/2003

ALFALFA, BLAINE, ELLIS, GARFIELD, GRANT, HARPER, KINGFISHER, MAJOR, WOODS AND WOODWARD COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 20.16	6.50

-----  
BROK0005-014 06/01/2003

KAY AND NOBLE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 20.16	6.50

-----  
CARP0329-002 06/01/1997

BECKHAM, BLAINE, CADDO, COMANCHE, COTTON, DEWEY, GARVIN (Remainder of County), GRADY, GREER, HARMON, JACKSON, JEFFERSON, KINGFISHER (South of the Cimarron River), KIOWA, STEPHENS, TILLMAN AND WASHITA COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & POWER SAW		
OPERATORS.....	\$ 15.50	2.80
MILLWRIGHTS & PILED RIVERMEN.	\$ 16.90	2.80

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CARP1362-002 01/01/1995

CARTER, GARVIN ( Northern half of Garvin including the Towns of

Pauls Valley and Wynnwood), JOHNSTON, LOVE, MARSHALL, MURRAY  
AND PONTOTOC COUNTIES

	Rates	Fringes
Carpenters:.....	\$ 13.40	2.85
Millwright.....	\$ 15.50	2.85
Piledriverman.....	\$ 13.65	2.85

-----  
CARP1686-004 06/11/1994

NOBLE COUNTY (East of Interstate #35 and South of Black Bear  
Creek)

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 14.40	.80
MILLWRIGHTS.....	\$ 15.05	.80
PILEDRIVERMEN.....	\$ 14.40	.80
POWER SAW OPERATOR.....	\$ 14.40	.80

-----  
CARP1894-001 06/01/1993

ELLIS, HARPER, ROGER MILLS, WOODS AND WOODWARD COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 11.55	1.40
MILLWRIGHTS.....	\$ 12.425	1.40
PILEDRIVERMEN.....	\$ 12.425	1.40
POWER SAW OPERATOR.....	\$ 11.85	1.40

-----  
CARP2008-001 06/01/1994

ALFALFA, GARFIELD, GRANT, KAY, MAJOR, NOBLE (West of Interstate  
# 35 and North of Black Bear Creek) COUNTIES

	Rates	Fringes
Carpenter; Millwright; Piledrivermen.....	\$ 12.30	.30

-----  
CARP2008-002 06/01/1994

ALFALFA, GARFIELD, GRANT AND MAJOR COUNTIES

	Rates	Fringes
Lather.....	\$ 12.30	.30

-----  
ELEC0020-002 06/01/2003

MARSHALL COUNTY

	Rates	Fringes
Electrician.....	\$ 21.40	4.25%+4.19

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\* ELEC0444-002 05/26/2004

KAY AND NOBLE COUNTIES

	Rates	Fringes
Electrician.....	\$ 22.80	3.45+3.5%

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ELEC1002-002 07/01/2000

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 24.60	2.10+21%
Groundman.....	\$ 14.35	2.10+21%
Hole Digger, Heavy Equipment Op., (Pole Cat Equivalent).....	\$ 20.07	2.10+21%
Jackhammer Op.....	\$ 15.95	2.10+21%
Line Truck Driver (Winch op.).....	\$ 17.77	2.10+21%
Lineman.....	\$ 22.78	2.10+21%
Powderman.....	\$ 19.59	2.10+21%
Truck Driver (Flat Bed, Ton & 1/2) and Under).....	\$ 15.26	2.10+21%

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\* ELEC1141-004 06/01/2004

ALFALFA, BECKHAM, BLAINE, CADDO, CARTER, CUSTER, DEWEY, ELLIS,  
GARFIELD, GARVIN, GRADY, GRANT, HARPER, JOHNSON, KINGFISHER,  
LOVE, MAJOR, MURRY, PONTOTOC, ROGER MILLS, WASHITA, WOODS AND  
WOODWARD COUNTIES

	Rates	Fringes
Electrician.....	\$ 21.70	17.25%+4.25

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ELEC1141-005 09/01/2000

ALFALFA, BECKHAM, BLAINE, CADDO, CARTER, CUSTER, DEWEY, ELLIS,  
GARFIELD, GARVIN, GRADY, GRANT, HARPER, JOHNSON, KINGFISHER,  
LOVE, MAJOR, MURRAY, PONTOTOC, ROGER MILLS, WASHITA, WOODS AND  
WOODWARD COUNTIES

	Rates	Fringes
Electricians:		
Sound & Communication Technicians.....	\$ 17.86	3%+1.35

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\* ELEC1141-008 06/01/2004

COMANCHE, COTTON, GREER, HARMON, JACKSON, JEFFERSON, KIOWA,  
STEPHENS AND TILLMAN

	Rates	Fringes
Electricians:.....	\$ 21.70	17.25%+4.25

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ELEV0063-003 04/01/2002

	Rates	Fringes
Elevator Constructor Mechanic.....	\$ 22.365	7.455+a

FOOTNOTE:

a. Paid Holidays: New Year's Day; Memorial Day; July 4th;  
Labor Day; Thanksgiving Day; Friday after Thanksgiving  
Day; Christmas Day., Vacation Pay Credit: Employer  
contributes 8% of the basic hourly rate for employees with  
5 years or more of service or 6% of the basic hourly rate  
for employees with 6 months to 5 years of service.

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ENGI0627-005 06/01/1999

	Rates	Fringes
Power Equipment Operator		
GROUP 1:.....	\$ 19.95	5.90
GROUP 2:.....	\$ 19.20	5.90
GROUP 3:.....	\$ 18.70	5.90
GROUP 4:.....	\$ 18.20	5.90
GROUP 5:.....	\$ 17.70	5.90
GROUP 6:.....	\$ 17.45	5.90
GROUP 7:.....	\$ 17.05	5.90
GROUP 8:.....	\$ 15.45	5.90
GROUP 9:.....	\$ 14.95	5.90
GROUP 10:.....	\$ 14.45	5.90

GROUP 1: All crane type equipment with at least 300 feet of  
boom and over (including jib)

GROUP 2: All crane type equipment with at least 200 feet and  
less than 300 feet of boom (including jib)

GROUP 3: All crane type equipment with at least 100 feet and  
less than 200 feet of boom (including jib); all tower  
cranes; crane equipment (as rated by mfg.) 3 cu. yd. and  
over; guy derrick; whirley; power driven hole digger (with  
30 feet and longer mast)

GROUP 4: Cranes with less than 100 feet of boom with jib and  
cranes (as rated by mfg.) less than 3 cu. yd.; heavy duty  
mechanic; overhead monorail type crane; panel board batch  
plant op.; piledriver engineer; dragline; clamshell;  
backhoe (3/4 yd. and over); sideboom or similar type

equipment; gradall; cherry picker; hoist (while operating two or more drums); all hoist (while doing stack and chimney work); power driven hole digger with less than 30 ft. mast; motor patrol (boom type)

GROUP 5: Dozer (engine r.p. 65 or over); roller and compactors with dozer blade; backhoe under 3/4 yd., all scraper type equipment; water wagons under the jurisdiction of this craft; loader of hi-lift (engine h.p. 65 or over); asphalt laying machine; conveyor-multiple, panel board central; trenching machine; concrete pump (boom type)

GROUP 6: Rollers, all types; oil distributor; pulvimixer; screed operator; concrete pump (trailer type); rotary drilling machine when operated from console; greaser; tilt top trailer operator.

GROUP 7: Greaser; tilt top trailer operator

GROUP 8: Locomotive engineer; boring machine; tug boat; mixer - 18 cu. ft. and over; sand barge; dredging machine; tigger; hoist (operating one drum); air compressor - 3 to 6 - size 500 cu. ft. and under; air compressor - over 500 cu. ft. (1); pump, battery - 3 to 6; all fork-lift, bobcat and similar equipment; generator plant engineer, diesel elect; winch truck with A frame; concrete buster buster or tamper; heater under jurisdiction of operating engineers; fireman; boiler operator; crushing plants; farm tractor with or without attachments; batch plant operator - (portable); conveyor operator - continuous belt bulking handling; form grader; screening plant; well point pump operator; signal man on whirley when and if required; outside, side elevator or construction type hoist personel.

GROUP 9: Concrete mixers, less than 18 cu. ft.; air compressor, 500 cu. ft. and under (1 or 2); fuelman; asphalt lay machine backend man.

GROUP 10: Truck crane oiler and driver; crane oiler; permanent building type elevator operator.

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\* IRON0048-002 06/01/2004

BLAINE, CADDO, CARTER, COMANCHE, CUSTER, DEWEY, GARFIELD, GARVIN, GRADY, JOHNSTON, KINGFISHER, KIOWA, MAJOR, MURRAY, NOBLE, PONTOTOC, ROGER MILLS, STEPHENS, WASHITA AND WOODWARD COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 19.50	8.47

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IRON0263-005 06/01/2002

MARSHALL COUNTY

	Rates	Fringes
Ironworkers:.....	\$ 18.10	4.35

-----  
 IRON0263-006 06/01/2002

BECKHAM, COTTON, ELLIS, GREER, HARMON, HARPER, JACKSON  
 JEFFERSON, LOVE AND TILLMAN COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 18.10	4.35

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 \* IRON0584-006 06/01/2004

KAY COUNTY (The southern portion to a line running east and  
 west at the South City limits of Ponca City),

	Rates	Fringes
Ironworkers:.....	\$ 19.50	8.47

-----  
 IRON0606-003 07/01/2003

ALFALFA, GRANT, KAY (Remainder of County), AND WOODS COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 18.28	6.06

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 LABO0462-002 06/01/1993

	Rates	Fringes
Laborers:		
ALFALFA, BECKHAM, BLAINE, CADDO, CARTER, COMANCHE, COTTON, CUSTER, DEWEY, ELLIS, GARFIELD, GARVIN, GRADY, GRANT, GREER, HARMON, HARPER, JACKSON, JEFFERSON, KINGFISHER, KIOWA, LOVE, MAJOR, MARSHALL, MURRAY, ROGER MILLS, STEPHENS, TILLMAN, WASHITA, WOODS AND WOODWARD COUNTIES		
GROUP 1.....	\$ 7.50	1.31
GROUP 2.....	\$ 8.00	1.31
JOHNSTON, KAY, NOBILE AND PONTOTOC COUNTIES		
GROUP 1.....	\$ 8.00	1.31
GROUP 2.....	\$ 8.50	1.31

LABORER CLASSIFICATION

GROUP 1 - All digging and dirt work; Firing of salamanders and portable space heaters; All loading and unloading of the materials and equipment to and from hoist or cages for stock piling only; Wheeling and placing of concrete; Handling of lumber, steel, cement and distribution of materials; All cleaning including windows; All wrecking and razing of buildings and all structures; Cleaning and clearing of debris; Loading and unloading of materials, hoist or cages, except when the man is directly tending lathers, masons or plasterers; Water boys when used; Carpenters tenders.

GROUP 2 - All machine tool operators that come under the jurisdiction of the laborers; All sewer and drain tile layers and handling at the ditch, excluding distribution; Operators of water pumps up to four inches and slip form jackets; All men erecting scaffolds and directly tending lathers, masons, cement masons and plasterers, Mortar mixers, hod carriers and dry mixers; High work over 30 feet from ground or floors; Cement finisher tender; Work on swinging scaffold; All kettle and pot men; Tank cleaning; All pipe doping, treating and wrapping including all men working with dope; Mortar and plaster mixing machine pumpcrete machine and gunite mixing machines; including placing of concrete; Handling creosoted or treated materials liquid acid or like materials when injurious to health, eyes, skin or clothes; All newly developed mechanical equipment which replaces wheel-barrows or buggies previously used by loaders; All scale men on batch plants and tool crib men; All laborers screening sand, running sand drier and feeding operating sand blaster, except nozzle; Flagger; Concrete graders and cutting torch operators in connection with laborers' work.

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 PAIN0807-001 06/15/1999

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 14.15	3.00
Paper Hanging.....	\$ 15.15	3.00
Spray, Sandblasting & Water blasting over 30 ft.	\$ 15.15	3.00
Spray, Sandblasting & Water blasting under 30 ft.	\$ 14.65	3.00
Tapers using machine tools..	\$ 14.65	3.00

-----  
 PLAS0690-001 06/01/1985

JOHNSTON AND MARSHALL COUNTIES

	Rates	Fringes
Cement Masons:.....	\$ 13.70	.76

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 PLAS0786-001 06/01/1993

KAY COUNTY

	Rates	Fringes
Cement Masons:.....	\$ 10.80	
Power Tool Operator.....	\$ 11.05	

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 PLAS0807-001 06/01/1990

ALFALFA, BECKHAM, BLAINE, CADDO, CARTER, COMANCHE, COTTON,  
 CUSTER, DEWEY, ELLIS, GARFIELD, GARVIN, GRADY, GRANT, GREER,  
 HARMON, HARPER, JACKSON, JEFFERSON, JOHNSTON, KINGFISHER,  
 KIOWA, LOVE, MAJOR, MARSHALL, MURRAY, NOBLE, ROGER MILLS,  
 STEPHENS, TILLMAN, WASHITA, WOODS AND WOODWARD COUNTIES

	Rates	Fringes
Plasterer.....	\$ 15.60	.95

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 PLUM0344-003 07/01/2002

REMAINING COUNTIES

	Rates	Fringes
Plumber/Pipefitter.....	\$ 21.80	7.55

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 PLUM0430-005 07/01/2003

KAY COUNTY

	Rates	Fringes
Plumber/Pipefitter.....	\$ 22.35	7.67

-----  
 \* ROOF0143-001 06/01/2004

	Rates	Fringes
Rofer.....	\$ 17.00	4.10

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 SHEE0124-001 07/01/2001

	Rates	Fringes
Sheet metal worker (Including Duct Work).....	\$ 21.62	6.04

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 TEAM0516-001 06/01/1993

MARSHALL COUNTY:

	Rates	Fringes
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Truck drivers:

GROUP 1:.....	\$ 10.43
GROUP 2:.....	\$ 10.53
GROUP 3:.....	\$ 10.63
GROUP 4:.....	\$ 10.58
GROUP 5:.....	\$ 10.73

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Pick-up, 1-1/2 tons or 2-1/2 yards and up to but not including 3 tons or 4 yards, such as dump trucks, flat beds, stake bodies and buses.

GROUP 2 - 3 tons or 4 yards and up to but not including 4 tons or 6 yards.

GROUP 3 - 5 tons or 6 yards and over including heavy equipment such as pole trucks, winch trucks, euclids, mississippi wagons, semi-dumps, turner pulls or other heavy material moving equipment, tractor trailer drivers and similar equipment such as tractors, ten wheelers.

GROUP 4 - Ready mix concrete trucks up to but not including 3 yards and over.

GROUP 5 - Ready mix concrete truck 3 yards and over.

-----  
TEAM0523-001 06/01/1993

KAY AND NOBLE COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1:.....	\$ 12.80	
GROUP 2:.....	\$ 12.85	
GROUP 3:.....	\$ 12.95	

TRUCK DRIVER CLASSIFICATION

GROUP 1 - Truck Drivers, Including pick-up, 1- 1/2 tons to 2-1/2 yards up to but not including 3 tons or 4 yards, such as dump trucks, flat beds, stake body or bus driver.

GROUP 2 - 3 tons or 4 yards up to but not including 4 tons or 6 yards.

GROUP 3 - Ready mix concrete truck, tractor trailer and similar equipment.

-----  
TEAM0886-001 06/01/1980

ALFALFA, BECKHAM, BLAINE, CADDO, CARTER, COMANCHE, COTTON,

CUSTER, DEWEY, ELLIS, GARFIELD, GARVIN, GRADY, GRANT, GREER, HARMON, HARPER, JACKSON, JEFFERSON, JOHNSTON, KINGFISHER, KIOWA, LOGAN, LOVE, MAJOR, MURRAY, PONTOTOC, ROGER MILLS, STEPHENS, TILLMAN, WASHITA, WOOD AND WOODWARD COUNTIES.

	Rates	Fringes
Truck drivers:		
GROUP 1:.....	\$ 9.70	
GROUP 2:.....	\$ 9.40	

TRUCK DRIVER CLASSIFICATION

GROUP 1 - Truck Drivers for heavy equipment such as lowboys, heavy winch and floats, heavy earth moving equipment such as dump trucks and euclids.

GROUP 2 - Truck Drivers and swampers, such as dump trucks, flat beds, stakebodies and 3/4 and 1/2 ton pick-up trucks.

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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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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.  
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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
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISION