

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W9127S-14-R-6008	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED <i>(RFP)</i>	3. DATE ISSUED 06-Jun-2014	PAGE OF PAGES 1 OF 43
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. BASE BID	6. PROJECT NO.
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7. ISSUED BY CONTRACTING DIVISION - MEDGRP/CHG USACE, LITTLE ROCK (W9127S) 700 W. CAPITOL AVE. RM 3414 LITTLE ROCK AR 72201-3225 TEL: 501 340-1279 FAX: 501 324-5547	CODE W9127S	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME JENNIFER D WINKLER	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 501.340.1043
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

DBIO - BUCKLEY AFB, COLORADO

11. The Contractor shall begin performance within 10 calendar days and complete it within 820 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)* local time _____ *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00 01 10 - Table of Contents

Section 00 11 00 - CLIN Schedule

Section 00 21 00 - Instructions, Conditions, and Notices to Offerors

Section 00 22 11 - Proposal Submission Requirements, Evaluation Criteria, and Basis of Award

Section 00 72 00 - Contract Clauses

Section 00 73 00 - Special Contract Requirements

Section 00 73 46 - Wage Determination Schedule

ATTACHMENTS:

0. Bid Schedule

1A. iDBIO SOW Index

1B. iDBIO SOW

A – Project Description

B – Drawings

C – Program for Design

D – FFE & LVS

E – Existing Condition Information

F – Codes, Criteria & Standards

G – Submittals

H – Project Delivery Team (PDT)

I – Weekly Report (Template)

PAST PERFORMANCE QUESTIONNAIRE

Section 00 11 00 - SF1442 and CLIN Schedule

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE BID: DESIGN & RENOVATE CLINIC FFP Design & Renovate Clinic (Bldg. 600) (includes Cat A/E/F) FOB: Destination PURCHASE REQUEST NUMBER: BASE BID	1	Lump Sum		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BASE BID: DESIGN & BUILD CLINIC ADDITION FFP Design & Build New Clinic Addition (Bldg. 600) (includes Cat A/E/F) FOB: Destination	1	Lump Sum		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BASE BID: IO-T (RENOVATION & ADDITION) FFP Initial Outfitting-Transition (IO-T) (Renovation & New Clinic Addition) (Bldg. 600) FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPT 1: IO-C (RENOVATION & ADDITION) FFP Initial Outfitting Commodities (IO-C Total) (Renovation & New Clinic Addition) (Bldg. 600) FOB: Destination	1	Lump Sum		

NET AMT

Section 00 21 00 - Instructions, Conditions & Notices to Offerors

***INSTRUCTIONS TO OFFERORS
AND
BASIS OF AWARD***

I. INSTRUCTIONS TO OFFERORS

A. GENERAL

PROJECT: Design-Build Construction & Initial Outfitting (DBIO), Buckley AFB, Colorado

SOLICITATION NUMBER: W9127S-14-R-6008

This RFP is restricted to holders of the following MATOC:

SMALL BUSINESS POOL: W9127S-13-D-6003, W9127S-13-D-6004, W9127S-13-D-6005

POINT OF CONTACT FOR THIS SOLICITATION:

Jennifer D. Winkler

e-mail: jennifer.d.winkler@usace.army.mil

office phone: **501-340-1043**

PRE-PROPOSAL SITE VISIT: An Organized Site Visit has been scheduled for **THURSDAY, JUNE 19, 2014**. Offerors are encouraged to attend.

BIDDER INQUIRIES & GOVERNMENT RESPONSES: Offerors may submit questions into the USACE ProjNet system. **ProjNet will be open from the solicitation opening date through June 26, 2014.** The Government will provide a written response to bidder inquiries in ProjNet, however, the Government responses are not official until submitted in the form of an amendment to the solicitation. Any response not provided in the form of an amendment is not considered part of the contract. ProjNet site location: <https://www.projnet.org>. The Bidder Inquiry Key is: **55U38I - ZXUUQU**

MAGNITUDE OF CONSTRUCTION IS: Between \$5,000,000 and \$10,000,000

SUBMISSION DEADLINE: Proposals shall be submitted no later than **THURSDAY, JULY 17, 2014 @ 2:00PM Central Time**. Offerors shall submit their proposals to the USACE Little Rock District (USACE- SWL) at the following address:

US Army Corps of Engineers, Little Rock District
Attn: Jennifer D. Winkler
700 West Capitol Avenue, Rm 7315
P.O. Box 867
Little Rock, AR 72203-0867

CONTRACT OMBUDSMAN

In accordance with FAR 16.505(b)(6) and AFARS 5116.505(b)(6) the following are identified as Task Order Ombudsmen:

Denver S. Heath, Deputy Principal Assistant Responsible for Contracting
U. S. Army Corps of Engineers, ATTN: CECT
1100 Commerce St. Room 824
Dallas, Texas 75242-1317
Phone - 469-487-7013

BASE MATOC CLAUSES: All clauses in the Base MATOC are incorporated into this award.

NOTE: See FAR clause 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) — ALTERNATE II (OCT 1997) for additional information and instructions.

B. PROPOSAL SUBMISSION INSTRUCTIONS

The proposal shall describe the capability of the Offeror to perform the requirements of the Statement of Work (Division 01-General). The proposal should be specific and complete in every detail; and should be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the requirements. The proposal should be practical, legible, clear, and coherent.

In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information containing sufficient detail to allow review and evaluation by the Government. Proposal clarity, organization, and cross-referencing are mandatory. Failure to submit and organize proposals as requested may adversely affects an Offeror's evaluation.

C. SUBMISSION FORMAT

COVER SHEET & TABLE OF CONTENTS. Proposals shall consist of two (2) volumes. Volume 1 shall contain the “Technical Proposal” and Volume 2 shall contain the “Price Proposal and Past Performance”. A cover sheet identifying the Offeror (name, address, point of contact), project description, and solicitation number shall be provided. The second sheet shall be a table of contents. The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Offers that violate these rules unnecessarily delay the evaluation process and may be rejected by the Government after the initial evaluation without receiving any further consideration. Neither the cover sheet nor the table of contents count toward the page limitations.

TABS. Written proposal materials shall be submitted in standard three ring loose-leaf binders. Proposals shall be tabbed and labeled as specified in a manner to afford easy identification from a Table of Contents.

FONT SIZE. Shall not be less than 10 point.

SHEET SIZE. Shall be 8-1/2 inches x 11 inches; however, if drawings, charts, or other graphics are submitted, sheets no larger than 11 inches x 17 inches and folded to 8-1/2 inches x 11 inches shall be used. Sheets that are 11 x 17 inch will be counted as two 8-1/2 inch x 11-inch sheets. Presentation boards when provided shall not exceed 20 inches x 30 inches. All sheets shall be dated and numbered.

PAGE LIMITS. The proposal shall not exceed the specified page limits. PAGES WILL BE DOUBLE SIDED. The Government will not review any information in excess of the page limits or information submitted in an appendix or attachment to the proposal. The Offeror shall not submit verbatim sections of this solicitation as part of their proposal. Offers that do not meet these requirements may be subject to rejection. Each page shall be identified with the appropriate page number centered at the bottom of the page.

NUMBER OF COPIES. Offerors shall submit the following:

Volume 1: Original and four (4) hard copies with a matching number of electronic copies. *Volume 1 shall not contain any pricing data.*

Volume 2: Original and one (1) copy with a matching number of electronic copies.

D. SUBMISSION REQUIREMENTS

The following evaluation factors and sub-factors will be used to evaluate each proposal. Award will be made to the Offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and sub-factors described below. NOTE: The Technical Proposal (Volume 1) shall not include any pricing information.

Offerors shall submit their proposals in accordance with the following:

VOLUME 1:

TAB A - Factor 1 - Technical Approach

TAB B - Factor 2– Schedule

TAB C - Factor 3 – Risk Assessment

TAB D – Factor 4 - Deviations/Scope Exceptions

VOLUME 2:

TAB A – Bid/Price Schedule

TAB B - Price Guarantee

TAB C - Past Performance

VOLUME 1 – TECHNICAL

FACTOR 1 – TECHNICAL APPROACH (Vol 1, Tab A)

A. SUBMISSION REQUIREMENT: Submit how you will technically approach the problem described in the SOW.

Page Limit – Fifty (50) pages of printed material to include the narrative and supporting drawings, graphics, and/or tables. All graphics shall be illustrated on single sided 20 inch x 30-inch presentation boards. Each board counts as one page against the 50-page limit and boards shall be limited to 10 boards total.

(1) Design and Functional Concepts. Graphically depict the following key concepts. *Note: Do NOT show floor or departmental block plans; they will not be reviewed nor accepted as part of your technical proposal. The government does not consider concept level diagrams a complete “solution” to the problem. In accordance with the SOW, design development via the LEAN process will occur post award.*

- a. **Functional Concepts.** Include departments and functional relationships and interdependencies as outlined in the PFD and the Concept of Operations; include those departments in and outside the scope of this project (outpatient, inpatient, ancillary, logistics, administrative, training, etc.). Include primary and secondary circulation to include access points, public, patient, logistics and staff flow.
- b. **Architectural Concepts.** Include geometry, key features, natural light, views, and interior & exterior spaces.

- c. **Site Concepts.** Address traffic, parking, pedestrian, and emergency vehicle considerations and it's relationship to the building and key departments. Show how available contractor laydown and staging area will be utilized.
- d. **Environmental & Sustainable Concepts (for new construction/additions only).** Address solar, wind, heat gain, system, and siting considerations.

(2) Quality of Materials. Specify materials complying with the minimum standards set forth in "Codes, Criteria, and Standards". Offerors shall include identification for major materials in each of the areas shown below. Provide this information in tabular form supported by catalog information, including warranties. The table should include manufacturer's name, model number, length of warranty, size/capacity (where available), efficiency (where applicable), and any other notes or information selected by the offeror. Materials that contribute to sustainability objectives shall be provided. Narrative should focus on maintenance considerations, energy consumption, and suitability of the proposed systems for the expected usage.

- a. **Architectural Systems:** Interior walls, flooring materials, ceilings, any special features, hardware systems (not individual hardware sets), door systems/types (not individual doors), window systems/types (not individual windows) interior finishes in public spaces; and roofing systems and exterior walls (if applicable).
- b. **Mechanical Systems:** Central Heating/Cooling, Pumps, AHU, HVAC, Building System Control Equipment, Medical Vacuum, Water Treatment Systems, Energy Conservations Features, and Energy Recovery Systems.
- c. **Plumbing Systems:** Fixtures, Domestic Hot Water Generator, Medical Gas Systems, Compressed Air Systems, Supply and Waste Systems
- d. **Electrical Systems:** Lighting Fixtures, Main Switchgear and Panels, Emergency Power Systems
- e. **Low Voltage Systems/Communications/Resource Protection:** Intrusion Detection, Door Access, Data, Telephone, Cable TV, Intercom, CCTV, Security Systems, Nurse Call, Refer Alarms, Audio Visual System, Premise Distribution System, Public Address, Duress.
- f. **Fire Protection Systems:** Fire Protection Systems, Auto Sprinkler Protection, Fire Alarm & Mass Notification, Fire Pump, Alarm Indicators and Control Systems, Special Extinguishing Systems, and Standpipe System
- g. **Medical Equipment:** All "Other Procurement" Equipment (if required) and other investment equipment and components that comprise a system (> \$100K only). Clearly denote all features, options and accessories included in the basis for bid.

- h. **Furniture/Casegood Systems:** desking systems, modular casework/goods systems, task seating and waiting seating, training and conference seating.

B. EVALUATION CRITERIA: The proposal will be evaluated to determine the extent to which it:

(1) Design and Functional Concepts. Demonstrates an understanding of the following considerations:

- a. The contractor has graphically demonstrated an understanding of the functional concepts, to include the departmental and area-specific functions the government envisions inside the facility (as outlined in the PFD). The contractor has graphically illustrated logistical, patient and staff “flow” throughout and/or between the spaces, noted special requirements specific to those spaces, and adjacency requirements within and among the various departments in accordance with the Concept of Operations.
- b. The contractor has addressed the architectural concepts, features and requirements as outlined in Attachment A-Project Description, the Base Standards, UFC 4-510-01 and/or Attachment B-Drawing.
- c. The contractor has addressed key site concepts and their ability to operate within laydown area and staging area constraints as depicted in the Attachments.
- d. The contractor has addressed environmental & sustainable concepts that may address LEED requirements outlined in the SOW criteria.

(2) Quality of Materials. The government will evaluate the offerors proposed material solutions and how these solutions contribute to sustainability objectives. The contractor provided the materials required in the submission requirements and whether they meet or exceed the requirements found in the SOW. The Government considers it a better value if the FFE-LVS meets or exceeds what is currently found in the current departments.

FACTOR 2 - SCHEDULE (Vol 1, Tab B)

A. SUBMISSION REQUIREMENT: Page Limit – (10) Pages of printed material. Submit a narrative describing the Offeror’s approach to their overall schedule development including identifying constraints. Submit a schedule graphic (Gantt chart or bar chart format) identifying the key design, FFE-LVS procurement, construction phasing, transition, and close out milestones required by the SOW. Graphics may be presented on 11x17 paper, but each page counts as one page against the page limit. All text must be legible.

(1) Proposed Project Schedule: Submit a schedule graphic that includes design, construction, transition/phasing and FFE-LVS sequencing/activities and proposed contract duration. Show time constraints outlined in the SOW. Considerations are as follows:

a. Design/FFE-LVS and Precon Activities: Show anticipated NTP; pre-design activities (required prior the submission of design submittals); required design/FFE-LVS/precon meetings; design/FFE-LVS and pre-construction submittals (such as; design phase durations, government review durations, meetings, milestones.); and required activities and durations outlined in the SOW. The offeror shall also show 'accelerated' design/FFE-LVS packages if this is part of the offeror's proposal. The offeror shall consider constraints outlined in the SOW, Attach A-Project Description.

b. Procurement and Construction Activities: Show major construction phases (to include Temporary Phasing Facilities (TPFs) and submission of Interim Infection Control Measures (IICM), Interim Life Safety Measures (ILSM), disruption of services/utilities, mockups, and construction phase testing/Cx milestones outlined in the SOW. Include milestone date for LEED certification. Identify mobilization and construction commencement dates. Show the general breakdown of construction by major trades of each project phase, facility, site work, and utilities. Identify interim transition moves. Identify milestone procurement and release dates for long lead items and FFE-LVS packages needed to meet procurement and outfitting completion. Include Open for Business Dates for each phase. Include milestone date for anticipated award of FFE-LVS and OP in order to meet schedule requirements for engineering, procurement, and construction completions. Include continuity of healthcare operations and functionality during construction).

c. Closeout and Warranty: Show closeout meetings, punch-out, pre-final and final inspections, transition periods, FFE-LVS testing/certification and acceptance, cleaning, deferred/seasonal tests, warranty review, excessing (DRM), Open for Business Dates, and post acceptance activities to include warranty and seasonal testing. Clearly identify close out duration, including submission of closeout submittals.

(2) Identify Constraints: In narrative form identify constraints on the schedules presented (e.g. labor or material availability, permits, weather, etc.). Identify mission critical operations affected by the project and provide solutions to address. Should the Offeror identify project constraints which force the project duration beyond the RFP proposed project duration and thus requires additional expense to bring project back within said duration, Offeror will clearly identify this issue within the narrative. *Reminder: The offeror shall clearly communicate and summarize scope exceptions.*

B. EVALUATION CRITERIA: The proposal will be evaluated to determine the extent to which it:

(1) Proposed Project Schedule:

Demonstrates and illustrates a logical and efficient total project scheduling approach in the detail needed to provide evaluators information to evaluate Offeror's schedule approach.

- Includes tasks required of the SOW within the performance period requirements and within the submission and review periods outlined in the SOW.

- Demonstrates the offeror has considered actionable items such as Government acceptance of submittal items, key milestone dates for LEED certification and anticipated award of FFE-LVS and OP in order to meet schedule requirements for engineering, procurement, and construction completions.

NOTE: Condensed performance period is not necessarily an advantage to the government.

Design/FFE-LVS and Precon Activities:

- Demonstrates clear understanding of and clearly illustrates project requirements for design submittals (such as; design phase durations, government review durations, meetings, milestones.)
- Demonstrates an understanding of activities required during the design phase.

Procurement and Construction Activities:

- Identifies requirements outlined in the submission requirements and demonstrates clear understanding of project phasing requirements (including continuity of healthcare operations and functionality during construction).

Closeout and Warranty:

- Clearly identifies close out duration, including submission of closeout submittals.
- Demonstrates clear understanding of construction closeout requirements and needed durations for each project phase or sub-phase, including inspection sequence, commissioning, outfitting, and turnover.

(2) Identify Constraints:

Clearly communicates constraints identified by the offeror that may impact the performance period.

FACTOR 3 - RISK ASSESSMENT (Vol 1, Tab C)

SUBMISSION REQUIREMENT: Page Limit – Five (5) Pages of printed material. Submit a list of risks specifically associated with *this* project. Identify the degree of risk, possible impact of the risk on project (schedule, cost, safety etc.), whether it's within or outside the offeror's control, and a plan to mitigate the risk(s). Note: The successful offeror will be required to use this table to build the Weekly Report, Risk Tab.

EVALUATION CRITERIA: The proposal will be evaluated to determine the extent to which it demonstrates the ability to:

- 1) Identify and manage risk(s),
- 2) Establish a degree of risk, that may impact on schedule and cost, and
- 3) Identify whether risk(s) is/are within the offeror's control.

FACTOR 4 – DEVIATIONS/SCOPE EXCEPTIONS (Vol 1, Tab D)

SUBMISSION REQUIREMENT: The offeror shall submit no more than 2 pages, in bullet form, clearly communicating and summarizing scope exceptions not included in the price/proposal and shall not bury these exceptions in the body of the proposal. Any exceptions to the SOW noted in the Technical Proposal shall be summarized and explained here. Unless the Government expressly states that the exception or deviation is accepted, the offeror shall meet all requirements of the project RFP documents. **This includes changes in the PFD. The Contractor shall note the benefits of the exceptions.** Any exception not included in the Scope Exception section will be deemed disapproved and will not constitute part of the final contract. Any exceptions listed that would violate any law or code will not be considered and will be disregarded, even if included as an exception. Do not include associated pricing with exceptions. The contractor is not at liberty to change definitions as currently stated in the SOW.

EVALUATION CRITERIA: The government will evaluate the extent and/or benefit of the exceptions and their impact on the project; and whether the contractor outlined deviations/exceptions in accordance with the submission requirements.

VOLUME 2 – PRICE AND PAST PERFORMANCE

PRICE (Vol 2, Tab A)

Pricing must be completed on the Bid and Pricing Schedules provided.

EVALUATION CRITERIA:

Price will be evaluated, but not ranked using the price proposal submitted for the project. The Government will perform a price analysis of the proposed price. Price analysis will be performed in accordance with FAR 15.404-1, to determine completeness and reasonableness of the price proposed. The evaluation will determine the adequacy of the offer in fulfilling the requirements of the proposal. Completeness addresses the extent to which the elements of the price proposal are consistent with the requirements of the RFP. Reasonableness will be established using historical price information, price competition information, the IGE, and any other pricing tools necessary. Price will not be rated, but will be a factor in making the final best value determination for award.

PRICE GUARANTEE (Vol 2, Tab B)**PAST PERFORMANCE (Vol 2, Tab C)**

Past Performance References. Use the past performance questionnaire provided with this solicitation to submit past performance quality information. In accordance with FAR 16.505(b)(1)(v)(A)(1) Past performance on earlier orders under the MATOC, including quality, timeliness and cost control will be taken into consideration by the Contracting Officer, therefore, the past performance questionnaire must only be provided to reflect performance on task orders awarded under the current MATOC.

EVALUATION CRITERIA:

The government will evaluate the past performance of the offeror and assess a level of confidence.

Other Sources. The Government may contact sources other than those provided by the Offeror for information with respect to past performance on projects under the current MATOC. These other sources may include, but are not limited to, CCASS, telephone interviews with organizations familiar with the Offeror's performance, and Government personnel with personal knowledge of the Offeror's performance capability.

II. BASIS OF AWARD**A. EVALUATION AND AWARD**

1. The Government will award a firm fixed price task order to the responsible Offeror whose proposal conforms to the request for proposal, is fair and reasonable with regard to pricing, and whose proposal offers the best overall value to the Government, considering the price and non-price factors described herein. Best value will be determined by a comparative assessment of proposals against all evaluation criteria in this RFP. The combination of all technical (non-price) evaluation factors is significantly more important than the price.
2. Offers will be evaluated using the trade-off method. This evaluation process permits trade-offs among price and non-price factors, and allows the Government to accept other than the lowest priced proposal. Accepting other than the lowest priced proposal must be significantly more advantageous than the lowest offer to justify the payment of additional amounts. The Contracting Officer will determine the proposal that provides the best value for the government.
3. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.
4. Failure to submit all the data in the format indicated in this solicitation may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

5. Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness, technical acceptability and responsibility.

6. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

B. EVALUATION PROCESS

1. Evaluation Board

Each member of the Evaluation Board will independently consider all information provided in the technical proposal. Once these individual analyses are completed, the team will meet and determine a rating for each of the Technical Factors by consensus decision. The Evaluation Board will document strengths (e.g., advantages), weaknesses (e.g., disadvantages), and other comments (e.g., deficiency and/or clarification) to support the rating for each Technical Factor, as well as the overall rating. The ratings for Technical Factors will be expressed in an adjectival assessment of Outstanding, Good, Acceptable, Marginal and Unacceptable. Documentation and comments are required for all ratings. This consensus rating will be provided to the Contracting Officer for selection and award.

Technical Factors:

- Factor 1 – Technical Approach
- Factor 2 – Schedule
- Factor 3 – Risk Assessment
- Factor 4 – Deviations / Scope Exceptions

2. Final Evaluation

Upon receipt of the Evaluation Board's consensus rating, the Contracting Officer will evaluate and make a selection decision based on the following:

- a. Consideration of the Evaluation Board's consensus ratings,
- b. Past Performance and
- c. Price

Past performance will be assessed in terms of confidence levels based on the following

Performance Confidence Assessment

Rating	Performance Confidence Assessments
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

3. Final Evaluation Weights.

For the purpose of this evaluation, the following terms will be used to establish the relative importance of the technical factors, Past Performance & Price.

More Important: The criterion is greater in value than another criterion.

Less Important: The criterion is less in value than another criterion.

Evaluation Order of Importance:

1. Past Performance is more important than Factor 1, 2, 3, 4 & Price.
2. Factor 1, Technical Approach is less important than Past Performance, but more important than Factor 2, 3, 4 & Price.
3. Factor 2, Schedule is less important than Past Performance and Factor 1, but more important than Factor 3, 4 & Price.
4. Factor 3, Risk Assessment is less important than Past Performance, Factor 1 & 2 but more important than Factor 4 & Price.
5. Factor 4, Deviations / Scope Exchanges is less important than Past Performance, Factor 1, 2 & 3 but more important than Price.

6. Price is less important than Past Performance, Factor 1, 2, 3 & 4.

5. Discussions.

The Procuring Contracting Officer reserves the right to contact Offerors for clarification, without opening discussions. The Government intends to award a contract without discussions (except for clarification as described in FAR 15.306(a) and FAR 52.215.1). However, the Government reserves the right to conduct discussions to permit Offerors to revise their proposals.

C. RATING ADJECTIVES AND DEFINITIONS

Rating Adjectives

Outstanding - Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.

Good - Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths that outweigh any weaknesses. Risk of unsuccessful performance is low.

Acceptable - Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

Marginal - Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses that are not offset by strengths. Risk of unsuccessful performance is high.

Unacceptable - Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

Definitions

Clarifications. Limited exchanges between the Government and offerors that may occur when award without discussions is contemplated.

Communications. Exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range.

- a. Offerors who's past performance information is the determining factor preventing them from being included in the competitive range. Such communications will address

adverse past performance information to which the offeror has not had a prior opportunity to respond; and

b. Offerors (other than those discussed above) whose exclusion from or inclusion in the competitive range is uncertain.

c. Communications may be conducted to enhance Government understanding of proposals; allow reasonable interpretation of the proposal; or facilitate the Government's evaluation process. Communications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or price elements of the proposal, and/or otherwise revise the technical or price elements of the proposal. Such communications may be considered in rating proposals for the purpose of establishing the competitive range, if required. Communications shall not provide an opportunity for the Offeror to revise their proposal, but may address ambiguities in the proposal or other concerns (e.g. perceived deficiencies, weaknesses, errors, omissions, or mistakes and information relating to relevant past performance).

Discussions - Negotiations conducted in a competitive acquisition. Discussions take place after establishment of the competitive range.

Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Strength - An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Significant Strength - A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A significant weakness in a proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Uncertainty - Any aspect of a non-cost/price factor proposal for which the intent of the offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

Clarification - Limited exchanges between the Government and offerors that may occur when award without discussions is contemplated.

Section 00 72 00 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **820** Calendar Days.

*The time stated for completion shall include final cleanup of the premises.

(End of clause)

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 \$1,924.00 for each calendar day of delay until the work is completed or accepted.

If the Contractor fails to maintain continued occupancy, other than that which was previously scheduled and approved by the Government for a department, the Contractor shall pay liquidated damages to the Government in the amounts indicated below for each calendar day continued occupancy is not maintained for that department:

Family Medicine	\$6,820.62
Flight Medicine	\$796.39
Dental	\$10,765.00
Optometry	\$1,301.42

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

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE II (OCT 1997)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing, or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, or revision of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time,

and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the

Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **20 percent** of the bid price or **\$3,000.00**, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Arthur J. Brown, III, Contracting Officer
Contracting Division
700 West Capitol, Room 7315
Little Rock, AR 72203

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within **THREE** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within **TEN** calendar days after receipt of

notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/farsites.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/farsites.html>

(End of clause)

Section 00 73 00 - Special Contract Requirements

INSURANCE

Any successful offeror under this solicitation shall procure and maintain during the entire period of his performance under this contract the following minimum insurance in accordance with FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION:

- (1) Workmen's Compensation in amounts required by applicable jurisdictional statutes. (FAR 28.307-2a).
- (2) Employers Liability Insurance of at least \$100,000. (FAR 28.307-2a).
- (3) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required. (FAR 28.307-2(b)).
- (4) Comprehensive vehicle liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (FAR 28.3072(c)).

WEATHER

TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989) (ER 415-1-15)

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	5	5	5	4	4	4	3	4	5	6

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

**USACE ACQUISITION INSTRUCTION (UAI) - 31.105-101 Special Contract Requirements.
Equipment Ownership and Operating Expense Schedule (MAR 1995)**

(a) This special contract requirement does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and [FAR Part 49](#).

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of [EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule](#), Region V. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of [FAR 31.105\(d\)\(ii\)](#) and [FAR 31.205-36, Rental Costs](#). Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the SAT, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of special contract requirement)

CLAUSES INCORPORATED BY FULL TEXT

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under [FAR 49.206-2\(b\)](#). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of [FAR 31.205-11](#)).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Statement)

Section 00 73 46 - Wage Determination Schedule

General Decision Number: CO140002 04/04/2014 CO2

Superseded General Decision Number: CO20130002

State: Colorado

Construction Type: Building

County: Arapahoe County in Colorado.

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	01/03/2014
1	01/17/2014
2	02/07/2014
3	03/07/2014
4	04/04/2014

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-001 09/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 23.68	8.34

* CARP9901-004 05/01/2013

	Rates	Fringes
Carpenters: Acoustical, Drywall Hanging/Framing and Metal Stud.....	\$ 25.00	5.39

ELEC0068-003 12/01/2012

Rates Fringes

ELECTRICIAN

(Including Low Voltage
Wiring and Installation of
Fire Alarms,
Communications Systems and
Temperature Controls).....\$ 32.10 12.53

ELEV0025-002 01/01/2014

	Rates	Fringes
Elevator Constructor.....	\$ 40.10	26.785

FOOTNOTE:

a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

IRON0024-002 11/01/2013

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 24.80	10.14

LABO0720-001 05/01/2009

	Rates	Fringes
Laborers: Common and Concrete/Mason Tenders.....	\$ 16.52	6.84

PAIN0079-002 01/01/2014

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 19.40	6.66
Tool.....	\$ 19.75	6.66
Painters:.....	\$ 18.70	6.66
PAPERHANGER.....	\$ 19.40	6.66

PAIN0930-001 07/01/2013

	Rates	Fringes
GLAZIER.....	\$ 28.67	7.52

PLAS0577-001 05/01/2013

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.25	10.23

PLUM0003-008 07/01/2013

	Rates	Fringes
PLUMBER (Including HVAC work).....	\$ 33.18	12.44

PLUM0208-007 07/01/2013

	Rates	Fringes
PIPEFITTER (Excluding HVAC work).....	\$ 33.35	12.27

SHEE0009-001 07/01/2013

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 32.04	13.13

SUCO2001-013 12/20/2001

	Rates	Fringes
CARPENTER		
Formbuilding/Formsetting....	\$ 15.79	.82
All Other Work.....	\$ 17.87	3.55
LABORER		
Brick Finisher/Tender.....	\$ 12.98	1.71

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

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

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: CO140012 04/18/2014 CO12

Superseded General Decision Number: CO20130012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	02/07/2014
4	04/18/2014

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-004 09/01/2013

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND
JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 23.68	8.34

BRCO0007-006 09/01/2013

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 23.88	8.46

ELEC0012-004 09/01/2013

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN Electrical contract over \$1,000,000.....	\$ 27.25	11.92
Electrical contract under \$1,000,000.....	\$ 24.75	11.84

ELEC0068-001 12/01/2012

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.10	12.53

 ELEC0111-001 09/01/2013

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 25.05	9.20
Groundman.....	\$ 22.76	9.87
Line Equipment Operator.....	\$ 27.78	10.91
Lineman and Welder.....	\$ 39.81	14.60

 ELEC0113-002 06/01/2013

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	14.48

 ELEC0969-002 07/01/2012

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.00	8.57

 ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl		
under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

 IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

 PLUM0003-005 07/01/2013

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.68	12.34

 PLUM0058-002 07/01/2013

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

 PLUM0058-008 07/01/2013

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

 PLUM0145-002 07/01/2013

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.67	11.55

 PLUM0208-004 07/01/2013

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 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 33.35	12.27

 SHEE0009-002 07/01/2013

	Rates	Fringes
Sheet metal worker.....	\$ 32.04	13.13

 * TEAM0455-002 07/01/2013

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 18.41	3.87
Tandem/Semi and Water.....	\$ 19.04	3.87

 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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