

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 20
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 28-Apr-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL FACILITIES ENG COMMAND WASHINGTON 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374	CODE N40080	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N40080-14-R-1155	
		X	9B. DATED (SEE ITEM 11) 22-Oct-2014	
			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 type="checkbox"/> is extended, <input checked="" 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 _____ 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.) SOLICITATION N40080-14-R-1155 P155 ATLANTIC TEST RANGE FACILITY NAVAL STATION, PATUXENT RIVER, MARYLAND As an amendment to the solicitation, the following is hereby incorporated. Continuation on Page 2				
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 28-Apr-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 04

The purpose of this amendment is to accomplish the following:

-

1. Phase II Determination
2. Instructions to Offerors
3. Phase II Evaluation Criteria
4. Price Schedule
5. Wage Determination
6. Request for Information Form

All other items remain unchanged.

Phase II Determination

“The short-list determination has been made and the purpose of this amendment is to begin Phase II of the procurement. In accordance with Naval Facilities Washington Acquisition Plan the identity of the most highly qualified offerors selected to submit Phase II proposals is not releasable. Phase II proposals will only be accepted from those offerors determined the most highly qualified and invited to submit Phase II proposals.”

Phase II Instructions to Offerors

- 1) Your acquisition points of contact for this project are Contract Specialist Kennett Morris at 202-685-3155, or email Kennett.morris@navy.mil and Contracting Officers Cynthia Crowder at 202-685-3157, or email cyndi.crowder@navy.mil
- 2) Project Description: 155 Atlantic Test Range Facility, NAS Patuxent River, Maryland: The goal of this project is to construct a secure low-rise facility for the Atlantic Test Range at the Naval Air Station Patuxent River, adjacent to the range operations and instrumentation laboratory in Building 2118. The facility will be constructed with concrete spread footings, pile foundations, concrete slab-on-grade, cast-in-place concrete columns, poured-in-place floor, roof deck poured-in-place concrete, masonry veneer walls, waterproofing membrane and built-up roofing system. The project includes SAPF (secure) mission test cells/control rooms for unmanned air vehicles (UAV), briefing rooms, conference rooms, support spaces, office spaces, restrooms, storage rooms, mechanical equipment room, electrical equipment room, a combination service/passenger elevator and POP rooms. A small portion of Building 2118 will be renovated to provide access to the facility. The new facility will support integrated test operations and joint testing with linkages to other open air ranges and instrumented test facilities for new combat systems.

All contractors must be US citizens.

3) The subject project is Design-Build. Award will be based on Best Value in accordance with Evaluation Factors for Award for Phase I and Phase II.

4) The Design Build Budget amount is \$8,774,499, exclusive of all options.

5) Offer guarantees are required to be provided for Phase II

6) Proposals for Phase II are due by 2:00 P.M. on Thursday, 16 June 2015. Please provide one (1) original and two (2) copies of your technical proposal, and one (1) original and two (2) copies of your price proposal, bound in THREE RING BINDERS.

There should absolutely be no price included in the technical proposal package.

Submit your proposals to:

**NAVFAC Washington
Attn: Kennett Morris
1314 Harwood Street SE, Bldg 212
Washington Navy Yard
Washington, DC 20374**

INSTRUCTIONS FOR HAND DELIVERY OF PROPOSALS:

The current security condition at the Washington Navy Yard requires escorts for entry to the base by individuals not possessing a U.S. Government DoD Common Access Card (CAC) identification card. Individuals without a DoDCAC will not be permitted to enter the Navy Yard. NAVFAC Washington will NOT be able to provide escorts for Navy Yard entry of hand delivered proposals. NAVFAC Washington will NOT receive hand delivered proposals at the Base Pass Office or any location other than that identified for receipt in the solicitation.

The Government considers use of a courier service, such as FedEx or UPS, as hand delivery of proposals and the responsibility for timely delivery resides with the offeror.

Offerors are notified that the entry point for proposals submitted through the U.S. Postal Service is at Joint Base Anacostia-Bolling and NOT at the Washington Navy Yard. Contractors proposals must be received by NAVFAC Washington at the Navy Yard by the due date outlines in the solicitation and delivery time from the Joint Base Anacostia-Bolling to the Navy Yard cannot be predicted nor guaranteed. Offerors should take this into consideration when determining delivery method.

Facsimile copies and email copies will NOT be accepted.

All proposals must be received prior to the due date and time. Any proposals submitted after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4.

7) The Government reserves the right to reject any or all proposals at any time prior to award, to negotiate with any or all Offerors, and to award to the Offeror submitting the proposal determined by the Government to be the most advantageous. OFFERORS ARE ADVISED THAT AN AWARD MAY BE

MADE WITHOUT DISCUSSIONS. Therefore, proposals should be submitted initially on the most favorable terms. Offerors should not assume that they will be contacted or afforded an opportunity to qualify, discuss or revise their proposals prior to award.

The following milestones are established for this procurement:

Issue Phase II Solicitation:	28 April 2015
Pre-Proposal Conference / Site Visit:	05 May 2015 @ 10:00 AM
Request for Information Cut-off Date:	04 June 2015
Proposal Due Date / Time:	16 June 2015 by 2:00 PM Local Time
Construction Completion date:	690 calendar days after award (includes 15 days for bond & insurance submittals)

Location and Time for Pre-Proposal Conference/Site Visit

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit is scheduled for:

Tuesday, 5 May, 2015 at 10:00 AM EST

(c) Participants will meet at: P155 ATLANTIC TEST RANGE FACILITY NAVAL STATION,
PATUXENT RIVER, MARYLAND

Location: 23013 Cedar Point Rd.
Building 2118
Patuxent River, MD

Access: All visitors will need to submit the following information at least 3 days before the site visit to Kennett.morris@navy.mil (This is true whether you have RapidGate or not.) A visitors request number will be issued to you, to present at the Gate 2 Pass Office (with visit request # and proper ID) to get a paper pass. Then you will be allowed thru the gate.

- Name (first, middle initial, last)
- Date of birth
- Birth place (city, state, country)
- Citizenship
- Home address with zip
- Phone #
- SSN
- Company name (and CAGE code)
- Position (title)

*** Foreign nationals must also provide copy of passport

8) **Request for Information (RFI) must be submitted in a MS-WORD document and submitted by the Prime Contractor only.** Subcontractors with questions must submit them through the Prime Contractor. The RFI cut-off date is close of business 4 June 2015. RFI during the proposal preparation period shall be submitted by email to Kennett Morris at Kennett.morris@navy.mil. And Contracting Officers, Cynthia Crowder at email cyndi.crowder@navy.mil .

PHASE II EVALUATION FACTORS

Factor 4 – Safety

(a) Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR):

For the three (3) [2011, 2012, 2013] previous complete calendar years, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

For the three (3) [2011, 2012, 2013] previous complete calendar years, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety:

Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety narrative shall be limited to two pages.

(b) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, and any innovative safety methods that the Offeror plans to implement

for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Enterprise Safety Applications Management System (ESAMS), and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR):

The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety:

The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

Factor 5 – Technical Solution

(a) Solicitation Submittal Requirements:

The Offeror shall certify that they have fully analyzed all requirements of the solicitation and that completion of the project is attainable for the budgeted amount. If the Offeror determines the Design Build budget amount is not attainable given the requirements of the solicitation, clearly identify this in the proposal. Offeror proposed scope variances/betterments will not be considered.

The narrative shall address the technical solution of the following project requirements:

- Secure Access Programs Facility (SAPF) design. Provide a description explaining the Offeror's understanding of the JAFAN 6/9 manual, and construction requirements for the SAFP areas.
- Provide a description that clearly identifies the Offeror's understanding of the Maryland Department of the Environment (MDE) process and how it will impact construction.

- Foundation design for poor soils. Provide a description explaining the methodology for determining how the foundation system will be selected based on the historically poor soils sampled at this site.

Narrative shall not exceed three (3) double-sided pages or six (6) single-sided pages. Up to two (2) conceptual drawings may be provided to supplement the narrative. The drawings, if included, shall represent the exterior elevation and site plan.

(b) Basis of Evaluation:

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

Factor 6 – Energy and Sustainable Design

(a) Solicitation Submittal Requirements:

Provide the following information, which describes how the project will meet or exceed the following sustainable design contract requirements.

(1) EPAAct 2005 Energy Efficiency Narrative:

Using the guidance outlined in Part 3 of this RFP, provide a detailed narrative to describe whether the proposed solution will meet or exceed the goal of a 30% energy reduction using the ASHRAE Std 90.1-2007, Appendix G, Building Performance Rating Method, excluding receptacle and process loads. Provide the proposed percent energy reduction. Provide the assumptions the Offeror will use to obtain a high-performance building, which will comply with these energy reduction goals. Describe the Offeror's proposed building with regards to building orientation, shape, fenestration, solar heat gain coefficients (SHGC), wall and roof insulation values (U-values), HVAC systems, water heating systems, lighting systems, and control systems. Organize/divide the assumptions into four areas; building orientation and configuration, building envelope, mechanical systems, and electrical systems. If the Offeror cannot achieve the 30% reduction within the budget identified, the Offeror shall state what percent energy reduction is proposed within their proposal. Do not exceed two (2) double-sided pages (or four (4) single-sided pages). *Note: Building performance rating and percent energy reduction are calculated in terms of energy rather than energy cost.*

(b) Basis of Evaluation:

The Government will evaluate the Offeror's response to the Energy and Sustainable Design Factor considering the proposed energy savings.

EPAAct 2005 Energy Efficiency Narrative: The Government will evaluate the Offeror's proposed energy budget reduction relative to EPAAct 2005 energy efficiency goals, including evaluation of assumptions.

PRICE:

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

In a separate binder from Phase II technical factors, the Offeror shall submit one (1) original and two (2) copies of its Price Proposal. Each copy of the Price Proposal shall have the title "Price Proposal" clearly displayed on the cover page. In addition to the title on the cover page, include the Solicitation Number and Title, the Prime Contractor's name, Address, Phone Number, Fax Number, DUNS number, CAGE Code, and a Main Point of Contact, include the POC's phone Number and e-mail address.

Each copy of the Price Proposal shall contain the following information in the order listed:

- ... SF-1442, signed with all solicitation amendments acknowledged
- ... Completed Price Schedule from Section 00100 of solicitation

Items deleted or modified should also have been clearly identified and described in the appropriate technical factor submission of the Technical Proposal. Any pricing information shall not be included in the Technical Proposal.

(b) Basis of Evaluation:

(1) The Government will evaluate price based on the total price. Total price includes the basic requirements and all option items (CLINs 0001-0003). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (July 1990) in Section 00100 of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Price analysis will be performed by one or more of the following methods to ensure a fair and reasonable price:

- Comparison of proposed prices received in response to the RFP.
- Comparison of proposed prices with the IGCE.
- Comparison of proposed prices with available historical information.
- Comparison of market survey results.

PRICE SCHEDULE

SOLICITATION N40080-14-R-1155 P155, ATLANTIC TEST RANGE FACILITY PATUXENT RIVER NAVAL AIR STATION PATUXENT RIVER, MD

ITEM	DESCRIPTION	PRICE
ITEM 0001	All labor, management, supervision, tools, materials, site work to accomplish the entire work complete in accordance with the RFP specifications and drawings, including work indicated or specified to be provided under the below listed bid items. Price for all work described and identified in the RFP, inclusive of below listed other bid items.	
TOTAL PRICE FOR ITEM 0001		\$ _____

ITEM 0002 Option 1 - All labor, management, supervision, tools, materials, site work to provide price add for one (1) additional generator operating as described in Part 3 – Chapter 6 ESR D50 - D509002 and the Room Requirement Sheets.

\$ _____

ITEM 0003 Option 2 - All labor, management, supervision, tools, materials, site work to provide price add for providing Electronic Security System (ESS) as described in Part 3 – Chapter 6 ESR D50 - D503005 and the Room Requirement Sheets. (Item 0001 shall include the infrastructure for the ESS to include cable, pathways, junction boxes, electric door hardware, and dedicated electrical circuits for the ESS).

\$ _____

ITEM 0004 Option 3 – All labor, management, supervision, tools, materials, site work to provide price add for providing and installing Fixtures, Furniture and Equipment (FF&E). (See Notes 1 through 5).

Furniture, Fixture and Equipment (FF&E).

(Budget Only) \$589,000.00 \$ _____

Handling and Administrative Rate (HAR)

HAR (NTE 5%) ____% x \$589,000.00 = \$ _____

Total FF&E Amount: (1) + (2) = (3) = \$ _____

NOTES

1. Offeror shall provide a price for all items on the Price Schedule.
2. A firm fixed price is required for each item and no provision will be made for economic price adjustments.
3. The Offeror’s price is valid for 90 days from the receipt of proposal.
4. Options will be evaluated in accordance with 52.217-5 Evaluations of Options.
5. OPTION ITEM(s) 1, 2 and 3: Option Items may be awarded at time of award or within 90 days of award. Each Item is “OPTION” in price. For each Item, Offeror must include on the price schedule the cost, in addition to Item 0001, to perform each item of work. A firm fixed price is required for the Base Bid and Items. No provision is made for economic price adjustment.
6. The total estimated budget amount for FF&E has been identified, to provide offerors with the projected magnitude of effort for FF&E. The FF&E Budget Amount is only an estimated amount. The contractor shall determine the final budget amount for the FF&E, during the post-award design phase of the FF&E.
7. Offerors shall propose a Handling and Administration Rate (HAR) for the FF&E not to exceed (NTE) 5%. The HAR fee should account for all administrative costs, overhead, bonding fees, administration of subcontracts, profit, and any other costs associated with and related to the coordination and processing of the procurement and installation of FF&E. The proposed HAR

percentage will be incorporated into the contract/task order award and will not be adjusted regardless of fluctuations from the estimated budget amount for FF&E. The proposed HAR is a fixed rate. The dollar amount of the HAR will change based on the actual, final amount for the FF&E determined during the post-award design phase of the FF&E.

- 8. If awarded, line item (1) under Item 0003 option item will be funded separately after completion of the FF&E design review by the Government, acceptance of FF&E package by the Government, and receipt of appropriate funding by the Government. The design effort and the development of the FF&E packages are performed by the Contractor under the Base Bid. See RFP, including (but not limited to) RFP Sections E20 (Parts 3 & 4) and Part 3 Room Data Sheets for requirements and details.
- 9. The Government is not obligated to award the FF&E Option. Should the Government choose to award the FF&E, the Option will be awarded as a negotiated Modification to the contract/task order. The contractor's proposed HAR will be applied to all vendor/supplier costs for the FF&E.
- 10. It is the contractor responsibility to purchase, deliver, and install the FF&E without impacting the overall completion date of the project. The contractor's schedule should assume the award of the FF&E as a modification. No schedule extensions will be granted.

Name & Address of Firm Submitting Offer:

Print Name: _____

Signature: _____

Phone: _____

ACKNOWLEDGEMENT OF AMENDMENT(S): _____

DAVIS BACON WAGES

General Decision Number: MD150022 03/06/2015 MD22

Superseded General Decision Number: MD20140022

State: Maryland

Construction Type: Building

County: St Mary's County in Maryland.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum

wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/02/2015
1	01/09/2015
2	03/06/2015

ASBE0024-007 10/01/2013

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR.....\$ 33.13 13.76

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

CARP0132-011 05/01/2013

Rates Fringes

CARPENTER (Drywall Hanging
and Form Work ONLY).....\$ 26.81 8.13

ELEC0026-019 11/03/2014

Rates Fringes

ELECTRICIAN.....\$ 42.40 14.97+a
a.PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

IRON0005-006 06/01/2014

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 30.25 17.285

PAIN0051-017 06/01/2014

Rates Fringes

PAINTER (Brush, Roller,
Drywall Finisher/Taper).....\$ 24.89 9.05

PLUM0005-010 08/01/2014

Rates Fringes

PLUMBER.....\$ 38.92 16.35+a

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

PLUM0602-010 08/01/2014

Rates Fringes

PIPEFITTER (HVAC Pipe
Installation).....\$ 38.24 19.42+a

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

* SHEE0100-023 03/01/2015

Rates Fringes

SHEETMETAL WORKER, Including
HVAC Duct Installation.....\$ 39.05 16.76+a

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

SUMD2010-045 04/20/2010

Rates Fringes

BRICKLAYER (Excluding
Pointing, Caulking, Cleaning)....\$ 21.38 3.68

CARPENTER (Excluding Drywall
Hanging and Form Work).....\$ 20.23 3.15

IRONWORKER, REINFORCING.....\$ 17.69 2.02

LABORER

Brick Mason Tenders.....\$ 12.74 3.28

Common or General.....\$ 12.74 3.28

Mason Tender for Pointing,
Caulking and Cleaning.....\$ 12.56 0.00

OPERATOR: Backhoe.....\$ 17.39 4.76

OPERATOR: Forklift.....\$ 18.95 0.00

PIPEFITTER (Excluding HVAC
Pipe Installation).....\$ 24.75 7.63

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 19.79 0.00

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

SECTION 00010 - SOLICITATION CONTRACT FORM

Global Changes

CLIN 0001 -- CLIN 0003
The unit of issue Each has been added.

CLIN 0001

The CLIN extended description has changed from All labor, management, supervision, tools materials, site work and provisions to perform the entire work complete in accordance with the RFP specifications and drawings, including work indicated or specified to be provided under the below listed bid items. Price for all work described and identified in the RFP, inclusive of proposed prices for CLIN 0002 and CLIN 0003. to All labor, management, supervision, tools materials, site work and provisions to perform the entire work complete in accordance with the RFP specifications and drawings, including work indicated or specified to be provided under the below listed bid items. Price for all work described and identified in the RFP..

CLIN 0002

The CLIN description has changed from ELECTRONIC SECURITY SYSTEM (ESS) to Additional Generator.

The CLIN extended description has changed from Option - All labor, management, supervision, tools materials, site work and provisions to provide Electronic Security System (ESS) as described in Part 3 – Chapter 6 ESR D50 - D503005 and the Room Requirement Sheets. (Item 0001 shall include the infrastructure for the ESS to include cable, pathways, junction boxes, electric door Hardware, and dedicated electrical circuits for the ESS). to Option 1 - All labor, management, supervision, tools materials, site work and price add for one (1) additional generator operating as described in Part 3 - Chapter 6 ESR D50-D509002 and teh Room Requirement Sheets.

CLIN 0003

The CLIN description has changed from FIXTURES, FURNITURE AND EQUIPMENT -FF&E to Electronic Security System (ESS).

The CLIN extended description has changed from Option – All labor, management, supervision, tools materials, site work and provisions to provide and install Fixtures, Furniture and Equipment (FF&E). (See Notes 1 through 5). (1) Furniture, Fixture and Equipment (FF&E). (Budget Only) \$589,000.00 (2) Handling and Administrative Rate (HAR) HAR (NTE 5%) _____% x \$589,000.00 = (3) Total FF&E Amount: (1) + (2) = (3) = NOTES 1. The total estimated budget amount for FF&E has been identified, to provide offerors with the projected magnitude of effort for FF&E. The FF&E Budget Amount is only an estimated amount. The contractor shall determine the final budget amount for the FF&E, during the post-award design phase of the FF&E. 2. Offerors shall propose a Handling and Administration Rate (HAR) for the FF&E not to exceed (NTE) 5%. The HAR fee should account for all administrative costs, overhead, bonding fees, administration of subcontracts, profit, and any other costs associated with and related to the coordination and processing of the procurement and installation of FF&E. The proposed HAR percentage will be incorporated into the contract/task order award and will not be adjusted regardless of fluctuations from the estimated budget amount for FF&E. The proposed HAR is a fixed rate. The dollar amount of the HAR will change based on the actual, final amount for the FF&E determined during the post-award design phase of the FF&E. 3. If awarded, line item (1) under Item 0003 option item will be funded separately after completion of the FF&E design review by the Government, acceptance of FF&E package by the Government, and receipt of appropriate funding by the Government. The design effort and the development of the FF&E packages are performed by the Contractor under the Base Bid. See RFP, including (but not limited to) RFP Sections E20 (Parts 3 & 4) and Part 3 Room Data Sheets for requirements and details. 4. The Government is not obligated to award the FF&E Option. Should the Government choose to award the FF&E, the Option will be awarded as a negotiated Modification to the contract/task order. The contractor's proposed HAR will be applied to all vendor/supplier costs for the FF&E. 5.

It is the contractor responsibility to purchase, deliver, and install the FF&E without impacting the overall completion date of the project. The contractor's schedule should assume the award of the FF&E as a modification. No schedule extensions will be granted. to Option 2.

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the

amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
28%	6/9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform

throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Patuxent River, MD.

(End of provision)

The following have been modified:

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 \$4,337.25 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will 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)

The following have been deleted:

52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999

(End of Summary of Changes)