

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 02-Aug-2016	4. REQUISITION/PURCHASE REQ. NO. ACQR4336566	1   4	
6. ISSUED BY NAVFAC MID ATLANTIC MARINE CORPS IPT 9324 VIRGINIA AVE NORFOLK VA 23511	CODE N40085	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N40085-16-R-5511	
		X	9B. DATED (SEE ITEM 11) 27-Jun-2016	
			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.)  N40085-16-R-5511-DESIGN-BUILD/DESIGN BID-BUILD INDEFINITE DELIVERY//INDEFINITE QUANTITY (IDIQ) FIRM FIXED PRICE (FFP) MULTIPLE AWARD CONSTRUCTION CONTRACT (MAOC) FOR MARINE CORPS LOGISTICS BASE (MCLB) ALBANY, GA.  The Purpose of Amendment 0008 is as follow :  1. Add by full text Contract Clause 52.252-1, 52.211-12, 5252.236-9312 and 5252.236-9313. 2. Add verbiage "Future task orders will incorporate wage determinations within the task order RFP and task order award." 3. *Please Note: 5.2.3 Non-Cost/Price Factors Proposal verbiage changed. Please see Summary of Change for details. 4. Offerors shall acknowledge ALL Amendments with the date each amendment was posted in a section in the price proposal binders.  PROPOSALS DUE DATE REMAINS THE SAME 03 AUGUST 2016 @ 2:00 PM. 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  02-Aug-2016	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION 00010 - SOLICITATION CONTRACT FORM

The following have been modified:

**SUMMARY OF CHANGES**

N40085-16-R-5511-DESIGN-BUILD/DESIGN BID-BUILD INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FIRM FIXED PRICE (FFP) MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC) FOR MARINE CORPS LOGISTICS BASE (MCLB) ALBANY, GA.

Information in section 5.2.3 Non-Cost/Price Factors Proposal MINI MACC ALBANY language has been changed to state MACC ALBANY. Please see the changes below.

**\* DELETED INFORMATION\***

5.2.3 Non-Cost/Price Factors Proposal. Submit one original, three copies, and one electronic copy (CDformat) of the Non-Cost/Price Factors Proposal. In case of variation, the original paper proposal takes precedence over electronic or paper copies. Non-Cost/Price Factors Proposal shall be labeled "NONCOST/PRICE FACTORS PROPOSAL FOR RFP N40085-16-R-5511, **Mini-MACC ALBANY**, ATTN:GEORGIA SCOTT, DO NOT OPEN IN MAIL ROOM".

\*PLEASE NOTE ALL POSTED AMENDMENTS SHALL BE INCLUDED WITH PRICE PROPOSALS.

**\*ADDED INFORMATION\***

5.2.3 Non-Cost/Price Factors Proposal. Submit one original, three copies, and one electronic copy (CDformat) of the Non-Cost/Price Factors Proposal. In case of variation, the original paper proposal takes precedence over electronic or paper copies. Non-Cost/Price Factors Proposal shall be labeled "NONCOST/PRICE FACTORS PROPOSAL FOR RFP N40085-16-R-5511, **MACC ALBANY**, ATTN:GEORGIA SCOTT, DO NOT OPEN IN MAIL ROOM".

\*PLEASE NOTE ALL POSTED AMENDMENTS SHALL BE INCLUDED WITH PRICE PROPOSALS.

**PROPOSALS DUE DATE REMAINS THE SAME 03 AUGUST 2016 @ 2:00 PM.**

## SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

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>

<http://farsite.hill.af.mil/VDFARA.HTM>

<http://farsite.hill.af.mil/vfnapsa.htm>

(End of provision)

**5252.236-9312 DESIGN-BUILD CONTRACT- ORDER OF PRECEDENCE (AUGUST 2006)**

As prescribed in 36.5100(g), insert the following clause:

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

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
  - (a) Any portion of the proposal that exceeds the final design.
  - (b) Any portion of the final design that exceeds the proposal.
  - (c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
- (2) The requirements of the solicitation, in descending order of precedence:
  - (a) Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates.
  - (b) Part 1 - Contract Clauses.
  - (c) Part 2 - General Requirements.
  - (d) Part 3 - Project Program Requirements.
  - (e) Part 6 - Attachments (excluding Concept Drawings).
  - (f) Part 5 - Prescriptive Specifications exclusive of performance specifications.
  - (g) Part 4 - Performance Specifications exclusive of prescriptive specifications.
  - (h) Part 6 - Attachments (Concept Drawings).

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

(END OF CLAUSE)

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

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

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

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted

Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract. (End of clause)

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 \$700.00 for each calendar day of delay until the work is completed or accepted. Liquidated damages stated above are for the Seed Project Item 0001 only. Liquidated damages will be provided for each task order.

(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)

(End of Summary of Changes)