

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |  |                                  |  | 1. CONTRACT ID CODE | PAGE OF PAGES   |   |
|--|--|----------------------------------|--|---------------------|---|---|
|  |  |                                  |  | J                   | 1   | 9 |
| 2. AMENDMENT/MODIFICATION NO.<br>0005  |  | 3. EFFECTIVE DATE<br>13-Feb-2004 | 4. REQUISITION/PURCHASE REQ. NO.<br>W81W3G-3218-7229           |                     | 5. PROJECT NO.(If applicable)                         |   |
| 6. ISSUED BY<br>USAED - BALTIMORE<br>10 SOUTH HOWARD STREET<br>BALTIMORE MD 21201  |  | CODE<br>W912DR                   | 7. ADMINISTERED BY (If other than item 6)<br><b>See Item 6</b> |                     | CODE  |   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  |  |                                  |  | X                   | 9A. AMENDMENT OF SOLICITATION NO.<br>W912DR-03-R-0001 |   |
|  |  |                                  |  | X                   | 9B. DATED (SEE ITEM 11)<br>05-Dec-2003                |   |
|  |  |                                  |  |                     | 10A. MOD. OF CONTRACT/ORDER NO.                       |   |
|  |  |                                  |  |                     | 10B. DATED (SEE ITEM 13)                              |   |
| CODE   |  | FACILITY CODE                    |  |                     |   |   |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  |  |                                  |  |                     |   |   |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.  |  |                                  |  |                     |   |   |
| Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(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.<br>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.)<br>INDEFINITE DELIVERY/INDEFINITE QUANTITY TASK ORDER CONTRACT (TOC). The contract shall include but is not limited to: A broad variety of minor construction, repair, modification, rehabilitation, alterations, new construction, AE services and design-build construction projects for the Smithsonian Institute.  |  |                                  |  |                     |   |   |
| 1. Proposal Due Date Has Been Extended Until February 23, 2004, 4:00PM<br>2. Changes - See Attached<br>3. Questions and Responses - See Attached   |  |                                  |  |                     |   |   |
| Reminder: Submit proposals to the following address:<br>U.S. Army Corps of Engineers, Baltimore District<br>Attn: Contracting - Room 7000<br>10 South Howard Street<br>Baltimore, MD 21201   |  |                                  |  |                     |   |   |
| 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  |  | 15C. DATE SIGNED                 | 16B. UNITED STATES OF AMERICA                                  |                     | 16C. DATE SIGNED                                      |   |
| _____<br>(Signature of person authorized to sign)  |  |                                  | BY _____<br>(Signature of Contracting Officer)                 |                     | 13-Feb-2004   |   |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES****SECTION 00010 - SOLICITATION CONTRACT FORM**

The required response date/time has changed from 18-Feb-2004 04:00 PM to 23-Feb-2004 04:00 PM.

**SF1442 BLOCK No. 10**

**REMOVE:** THIS IS AN INDEFINITE DELIVERY/INDEFINTE QUANTITY TASK ORDER CONTRACT (TOC). The contract shall include but is not limited to: A broad variety of minor construction, repair, modification, rehabilitation, alterations, new construction, AE services and design-build construction projects for the Smithsonian Institute and other facilities/installations within the U.S. Army Corps of Engineers, Baltimore District.

**REPLACE WITH:** THIS IS AN INDEFINITE DELIVERY/INDEFINTE QUANTITY TASK ORDER CONTRACT (TOC). The contract shall include but is not limited to: A broad variety of minor construction, repair, modification, rehabilitation, alterations, new construction, AE services and design-build construction projects for the Smithsonian Institute.

**B.1 SUPPLIES/SERVICES TO BE FURNISHED**

**REMOVE:** The contractor shall provide all management, supervision, labor, materials, tools and equipment necessary for the performance of minor construction, modification, rehabilitation, alterations, new construction, AE services and design-build projects for the Smithsonian Institute and other facilities/installations within the U.S. Army Corps of Engineers, Baltimore District in accordance with the Scope of Work in the base contract.

**REPLACE WITH:** The contractor shall provide all management, supervision, labor, materials, tools and equipment necessary for the performance of minor construction, modification, rehabilitation, alterations, new construction, AE services and design-build projects for the Smithsonian Institute.

**B.3 PLACE OF PERFORMANCE**

**REMOVE:** The effort required under this contract will be performed predominately for the Smithsonian Institute. However, this contract can be used for the entire Washington D.C. Metropolitan Region and other U.S. Army Corps of Engineers, Baltimore District supported facilities/installations.

**REPLACE WITH:** The effort required under this contract will be performed for the Smithsonian Institute.

**B.4 TASK ORDER PROPOSALS (a)**

**ADD THE FOLLOWING:** When agreed to by both the Government and the Contractor; specific "unit" and "assembly" line items may be used from the following R.S. Means Publications: " Assembly Cost Data", "Building Construction Cost Data", "Concrete and Masonry Cost Data" "Mechanical" "Electrical" "Site Work" "Repair and Remodeling", "Heavy Construction", "Concrete", and "Landscaping".

1. "Non pre-priced" work includes line items which are not identified in pre-priced database and are within the general scope and intent of the contract.

2. "Normal Hours" is defined as those hours or contemplated work being accomplished during the normal forty (40) hour workweek and inclusive of shift work necessary to accommodate tenant occupational activities.

3. "Non-Normal Hours" is defined as those hours or contemplated work being accomplished outside the normal forty (40) hour workweek or weekends.

#### **SECTION 4.B c.**

**REMOVE:** Unit cost items used from Means shall comply with the requirement of Attachment 1 "Technical Specifications for Minor Construction, Modification, Alterations and Rehabilitation". Pricing methods and procedures in the reference section of the Means Book shall be applied to application unit prices in the Unit Price Section.

**REPLACE WITH:** Unit cost items used from Means shall comply with the requirement in the Scope of Work to be issued with each Task Order in the Request for Proposal. Pricing methods and procedures in the reference section of the Means Book shall be applied to application unit prices in the Unit Price Section.

#### **B.5 ORDERING PROCEDURES**

**REMOVE:** c. With the establishment of the scope of work of the individual equipment, the Contracting officer, or authorized representative, shall issue a Request for Proposal for the individual task order. Upon receipt of the Request for Proposal, the contractor shall then submit a proposal (along with narrative to document the site investigation) for accomplishment of the task order, utilizing Pulsar software or equivalent & submit in both paper & electronic medium.

**REPLACE WITH:** c. With the establishment of the scope of work of the individual equipment, the Contracting officer, or authorized representative, shall issue a Request for Proposal for the individual task order. Upon receipt of the Request for Proposal, the contractor shall then submit a proposal (along with narrative to document the site investigation) for accomplishment of the task order based on the most recent year RS Means data, downloaded in an MS Excel spreadsheet format, and submitted in paper and electronic copy.

#### **B.5 c. 5**

**REMOVE:** The contractor shall be prepared to transmit proposals electronically, by means of computer disk or network connection, when so directed by the Government. The software used to prepare such electronic submissions shall be provided by the Contractor and shall be Pulsar or its equivalency. Electronic transmissions shall be readable/writable using Microsoft Office 98.

**REPLACE WITH:** The contractor shall be prepared to transmit proposals electronically, by means of computer disk or network connection, when so directed by the Government. The contractor shall submit their proposals based on the most recent year RS Means data, downloaded in an MS Excel spreadsheet format, and submitted in paper and electronic copy.

#### **B.7 EMERGENCY ORDERING PROCEDURES**

**REMOVE:** a. On occasions when the development of problems during other than normal duty hours arise which jeopardize the operation of the Smithsonian Institute or the place of performance within the U.S. Army Corps of Engineers, Baltimore District, the contractor will be required to respond to the needs of the Government within two (2) hours following telephonic notification and fax backup, which may be made at any time in any twenty-four hour period. To accomplish this, the contractor will provide to the contracting officer, a number at which he can be reached on a twenty-four hour basis.

**REPLACE WITH:** a. On occasions when the development of problems during other than normal duty hours arise which jeopardize the operation of the Smithsonian Institute, the contractor will be required to respond to the needs of the Government within two (2) hours following telephonic notification and fax backup, which may be made at any time in any twenty-four hour period. To accomplish this, the contractor will provide to the contracting officer, a number at which he can be reached on a twenty-four hour basis.

**B.12 SCHEDULING WORK**

**REMOVE:** Delivery of materials and equipment shall be made with a minimum of interference to the Smithsonian Institute or the place of performance within the U.S. Army Corps of Engineers, Baltimore District.

**REPLACE WITH:** Delivery of materials and equipment shall be made with a minimum of interference to the Smithsonian Institute.

**B.18 MATERIALS DELIVERY & HANDLING**

**REMOVE:** The contractor shall provide the means, manpower and equipment to accept and unload all materials delivered to the Smithsonian Institute or the place of performance within U.S. Army Corps of Engineers, Baltimore District for work under this contract. The government will not accept deliveries, nor will government equipment and manpower be used for material handling.

**REPLACE WITH:** The contractor shall provide the means, manpower and equipment to accept and unload all materials delivered to the Smithsonian Institute. The government will not accept deliveries, nor will government equipment and manpower be used for material handling.

**SECTION C – SCOPE OF WORK**

**REMOVE:** C.1 Purpose. The scope of this contract encompasses but is not limited to a broad variety of minor repair, modification, rehabilitation, alterations, new construction, AE services and design-build projects in support of the Smithsonian Institute and other facilities/installations within the U.S. Army Corps of Engineers, Baltimore District.

**REPLACE WITH:** C.1 Purpose. The scope of this contract encompasses but is not limited to a broad variety of minor repair, modification, rehabilitation, alterations, new construction, AE services and design-build projects in support of the Smithsonian Institute.

**C.7 Contractor provided items.**

**REMOVE:** As part of the basic contract, the contractor will provide the following:

- a. Three (3) complete license sets of Pulsar Software along with four (4) separate two (2) hour blocks of instruction by the manufacturer. The software will be installed by the manufacturer on the PCs designated by the Government. All of the software will not be installed at the same location. Distribution of licenses as follows: a) Architect-Engineer; b) COR/PM; and c) Field Office.
  
- c. Two (2) MEANS estimating training sessions. Each session will be two (2) eight (8) hour days at a conference room located in the Baltimore Washington Area. Each student will be provided with a workbook, a copy of the most current MEANS Facility Construction Cost Data along with a MEANS Estimating Handbook. The training sessions will be taught by a MEANS certified instructor. The first sessions will be held within 2 months after contract award and the second session will be held one year after contract award.

**REPLACE WITH:** The contractor shall furnish 2 copies of the most current R.S. Means Facility Construction Cost Data (CD-ROM and textbook versions) to the Government along with 2 copies of MEANS Estimating Handbook.

**REMOVE:** e. The Contractor is to provide performance/payment bonds in the amount of \$5,000,000.00 in accordance with FAR 28.102-2(b). The bond(s) will be furnished to the Government within 10 calendar days after date of award.

**REPLACE WITH:** e. The Contractor is to provide performance/payment bonds in the amount of \$100,000.00, the guaranteed minimum amount in accordance with FAR 28.102-2(b). The bond(s) will be furnished to the Government within 10 calendar days after date of award.

The offerors must be able to demonstrate their capability to obtain a single bond in the amount of \$2.5M and bonds in the aggregate amount of \$5M per period (base and the 2 one-year option periods), for a total of \$15M over the three-year period.

### **C.8**

**REMOVE:** The contractor is also responsible for providing information set forth in the Exhibit 1 of this Scope of Work, Data Item Descriptions (DIDs).

### **DELETE EXHIBIT 1 – DATA ITEM DESCRIPTIONS (DIDs)**

### **SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS**

#### **The following have been modified:**

#### **INFO REGARDING BIDDING INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE/BONDS**

(a) **BID BONDS:** (Applicable only if bid/contract is \$25,000 or greater). Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in FAR 52.0228-0001, Bid Guarantee, in the form of twenty percent (20%) of \$5,000,000, the maximum value of the base period, or three million dollars (\$3,000,000), whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

(b) **PERFORMANCE AND PAYMENT BONDS:** (Applicable only if bid/contract is \$100,000 or greater). Within ten (10) calendar days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(1) **PERFORMANCE BOND:** The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States, which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract with respect to which such bond is furnished.

(2) **PAYMENT BOND:** The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.

(c) **INDIVIDUAL SURETIES:** Acceptable forms of security include corporate or individual sureties. Should bidder decide to provide individual sureties, Standard Form 28, Affidavit of Individual Surety, must be used. The Contracting Officer shall determine the acceptabilities of individuals proposed as sureties. One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by the individual surety equal or exceed the amount of the bond. The Contracting Officer shall consider the number and amounts of other bonds upon which a proposed individual surety is based, and the status of the contracts for which such bonds were furnished, in determining the acceptability of the individual surety. Instructions on the reverse of Standard Form 28 are important and must be followed completely.

End of Clause

(FAR 28.102) (was228.4007)

## **SECTION 00700**

### **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 of \$5,000,000, the maximum value of the base period, or three million dollars (\$3,000,000), whichever is lesser.

(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 clause)

(End of Summary of Changes)

**The following items are applicable to this modification:**QUESTIONS & RESPONSES

**Question 1:** You have responded to question number 23 that the cost for Pulsar software and training, R.S Means training and computers are to be included in the bidders coefficient. We have provided you with the GSA pricing schedule for the software and training plus annual renewals. The cost just to train the government and provide the software including one copy for the contractor is \$57,163.00. The Government only guarantees that \$100,000.00 dollars of work will be issued. The contractor has only two options; one to base his coefficient on only receiving \$100,000.00 dollars of work that must recoup as a minimum \$57,163.00 (not including other direct cost) or to make an assumption that the government will award more work than the guaranteed \$100,000.00. Modifying the coefficient based on only receiving \$100,000 will make the coefficient so high that the awarding of task will not benefit the government. The second assumption that the contractor will receive more work forces the contractor to take an unfair risk just to recoup his cost yet alone to make a profit. Is it's the government intent to place such a large burden on the contractor to recover huge cost in a coefficient multiplier. We have listed the cost based upon the attached GSA schedule (GS-35F-4067G).

|  |    |             |                    |
|--|----|-------------|--------------------|
| Pulsar software Std Version with Books | 4@ | \$3,192.00  | \$12,768.00        |
| 2 year renewal for 4 license w/books   | 8@ | \$2,175.00  | \$17,400.00        |
| One day Pulsar training                | 1@ | \$4,999.00  | \$4,995.00         |
| R.S. Means Training                    | 2@ | \$11,000.00 | <u>\$22,000.00</u> |
| <u>TOTAL DIRECT COST</u>               |    |             | <u>\$57,163.00</u> |

(Please note there are other direct cost that are not even included in the initial cost to be awarded this Task Order Contract: cost of initial bond, Mobilization, contractor training, web site set for this project. Inclusion of all these cost for a award that only guarantees \$100,000 of work place the initial cost of start up close to the guaranteed award.)

**Response:** *Pulsar is no longer required. Proposals shall be submitted based on the most recent year RS Means data, downloaded in an MS Excel spreadsheet format, and submitted in paper and electronic copy.*

**Question 2:** You have additionally responded to question number 23 indicating that computers are to be provided. Section C.7.a states that the software is to be installed on government computers. **Please clarify.**

**Response:** *Delete per this amendment.*

**Question 3:** Specification section 39.2 & 39.3 requires the use of both photographic documentation and videotape documentation using a professional photographer. Are there limits to the construction task value or construction type where these are required? Is the cost of the professional to be included in the coefficient?

**Response:** *The contractor may take the necessary photos/video but the Government will have final approval and acceptance.*

**Question 4:** Specification section 44. Requires 24 color photographs be taken monthly is this per task and has a host of other requirement that do not make sense for a \$2,500 task. The cost of the photo and video documentation will be above the task award pricing.

**Response:** *1-24 color photographs may be required however quantity will be determined with each task order.*

**Question 5:** Will the Government allow the use of digital submission in lieu of printed documentation for the photographic requirements?

**Response:** *Yes.*

**Question 6:** Section 56 requires the contractor to the cost of Smithsonian guards in event that the project requires acceleration. Is the contractor required to include this in his modifier and if so how is the contractor to determine this impact with out knowing the cost to provide such services.

**Response:** *The cost of the guards should not be included in the coefficients. The need for guards shall be determined with each task order.*

**Question 7:** The government's response to question 54 is a major cause for concern. You state that the government is not responsible for omission on task orders that are less than 10% or \$10,000 which ever is more. The contract document indicates that the smallest task that will be awarded is \$2,500.00.

- a. If the government awards a task for \$2,500 and an omission is found that is worth \$9,000.00 who is responsible for compensation for the omission.
- b. Who is responsible for the omission if it is due to hidden conditions and what is the maximum financial liability for a \$2,500 task order.
- c. Who is responsible if the government just omits a requirement and what is the maximum liability for a \$2,500 task order?
- d. Who is responsible for an omission that is due to the scooping of the project and the omission is clearly not listed in the task order scope.

**Response:** *To be determined on a case-by-case basis.*

**Question 8:** Solicitation section B.4. States " unit cost items used from Means shall comply with the requirement of attachment 1 technical Specification for minor Construction, Modification, Alterations and Rehabilitation" no such attachment exist in the solicitation.

**Response:** *Revised per this amendment.*

**Question 9:** We have reviewed amendment #3 and have found that Appendix "A" and specification section B.4 conflict on the general conditions that are to be included in the bid coefficient. The Table data listed in Appendix "A" does not match with any of the existing Means Facility codes or classifications.

**Response:** *Appendix A has been removed per this amendment.*

**Question 10:** Please clarify that the General Requirements matrix in Appendix A takes precedence over B.4 Task Order Proposals where the two sections provide conflicting information

**Response:** *Appendix A has been removed per this amendment.*

**Question 11:** In the interest of eliminating ambiguities, would the Government be willing to update the matrix shown in Appendix A to reflect the numbering and headings of the 2004 RS Means Facilities Construction Cost Data rather than the 1999 or earlier editions of the RS Means Facilities Construction Cost Data?

**Response:** *Appendix A has been removed per this amendment.*

**Question 12:** In the General Requirements matrix in Appendix A, line items in 016 Materials & Equipment are specified as being "already included in the equipment bare cost column." Is it correct that this note applies to line items in 01590 Equipment Rental in the 2004 Facilities Construction Cost Data?

Also, will these items be allowed in estimates when necessary equipment is not included in a line item's equipment bare cost column? For instance, while no lifting or hoisting equipment is included in the unit price of a chiller (15620), lifting or hoisting equipment would certainly be used. Will line items from 01590 be available to the Contractor in a case such as this?

**Response:** *Appendix A has been removed per this amendment.*

**Question 13:** Is it the Government's intent to have the Contractor register with Panama's Junta Tecnica de Ingenieria y Arquitectura for this contract (see Article 20.4 on page 58 of 101)?

**Response:** *No. Please delete Smithsonian General Requirement 20.4.*

**Question 14** Articles 34.1 and 34.2 seem to provide conflicting information regarding the use of the Owner's public sanitary facilities by the Contractor's personnel. Please clarify if the Contractor will have to provide temporary sanitary facilities at work sites.

**Response:** *To Be Determined with each task order.*

**Question 15:** Appendix A, Division 1 Matrix: The subdivision numbers don't match RS Means Facility Construction Cost Data. Where did these subdivision numbers come from?

**Response:** *Appendix A has been removed per this amendment.*

**Question 16:** Is the contractor required to establish an office trailer onsite to manage the contract? If yes, where would it be located and would the client pay for the utilities and hook up?

**Response:** *To Be Determined with each task order if applicable.*

**Question 17:** Page 19 of 101, B.23: Is it the government intent to issue a \$100,000 Task Order to cover the submittal/shop drawings preparation cost, or does the contractor include the \$100,000 in the coefficient?

**Response:** *Please see B.23, B.23.1, B.23.1.1, B.23.1.2.*

**Question 18:** The bid Schedule does not include a line item for Non-standard work hours Coefficient. How is the cost associated with work during non-standard work hours to be handled?

**Response:** *Non-standard work hours will be treated as direct labor costs.*

**Question 19:** DC area is not a right to work area, are we required to use union subcontractors and craftsmen or is this an open shop contract?

**Response:** *You may use either.*

**Question 20:** Can you advise the surrounding areas that this solicitation will cover? The Smithsonian folks mentioned Edgewater, MD; and Research and Facilities in VA. Where are the other areas?

**Response:** *To Be Determined. Proposal should be based using Washington D.C. city cost index.*