

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO.: 0004	3. EFFECTIVE DATE 7 OCT 04	4. REQUISITION/PURCHASE REQ. NO. W81W3G-4218-2914	PROJECT NO. (If applicable)	
6. ISSUED BY USAED-Baltimore District Contracting Division, Civil P.O. Box 1715 Baltimore MD 21203-1715	CODE W912DR	ADMINISTERED BY: CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO. W912DR-04-R-0071	
		X	9B. DATED (SEE ITEM 11) 10 SEP 04	
			10A. MODIFICATION OF CONTRACT/ ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers \_\_\_ is extended X is not extended.

Offers 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 1 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. 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 FAR43.103(b)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor \_\_\_ is not, \_\_\_ 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.)

**FACILITY MANAGEMENT, OPERATION & MAINTENANCE SERVICES IN SUPPORT OF THE ARCHITECT OF THE CAPITOL (AOC), LIBRARY OF CONGRESS (LOC), NATIONAL AUDIO VISUAL CONSERVATION CENTER (NAVCC), CULPEPER, VIRGINIA**

This amendment is being issued for informational purposes only. Attached is a listing of submitted contractor questions and answers.

Attachments: Contractor Questions and Answers

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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

Question: Are internal pest control services (inside buildings) included in the scope of this solicitation?

**Answer: No**

Question: Please confirm that the “plug number” shown in Section B for CLINs 0002AD, 0004AD, etc. includes the cost of all “performance” parts, materials, and supplies, whether Government provided or purchased by the Contractor; and that costs for “support” materials, supplies, and equipment (ref C.5.9) are NOT included in CLINs 0002AD, 0004AD, etc.

**Answer: See Section B, paragraph B.2.10. The NTE number applies to the cost of government approved, contractor furnished parts, supplies and materials. The NTE amount has no bearing on Government furnished items. Contractor furnished supplies, Tools and Equipment as defined in SOW paragraph C.5.9 are not included in CLINs 0002AD, 0004AD, etc. They are considered contractor overhead and their cost should be included in the Firm Fixed Price line items.**

Question: With regard to C.4.5, please clarify the security clearance requirements. What is involved in obtaining the required AOC/LOC security clearance through the Capitol Police (e.g., cost, fingerprinting, background checks,...)?

**Answer: Finger printing and a criminal background check is required to obtain an access badge.**

Question: With regard to C.4.5, please clarify what level of clearance is required - Secret, Top Secret?

**Answer: The Capitol police do not use these terms in describing the clearance/badge process.**

Question: With regard to C.4.5, please clarify how long can we expect the process to take from application to granting of clearance?

**Answer: The process takes approximately three weeks to complete.**

Question: With regard to C.4.5, please clarify if a person has to be an employee of the contractor in order to begin the clearance process?

**Answer: No. However, paper work should only be submitted for those employees selected to work on this contract (pending a successful background check).**

Question: With regard to C.4.5, please clarify, will current security clearances held by contract personnel speed up the process?

**Answer: No. However, if they hold a DOD clearance the probability that they would fail the criminal background check would be less.**

Question: With regard to C.4.5, please clarify if contract-cleared personnel can escort personnel who are not contract-cleared?

**Answer: Yes. See SOW paragraph C.4.5**

Question: With regard to C.4.5, please clarify is there are other sources available for escorting non contract-cleared personnel?

**Answer: No**

Question: C.6.3.C states standard operating temperatures and humidities for the NAVCC. Are there acceptable ranges that will apply to the stated values (e.g., +/- 2 degrees or +/- 5% humidity)?

**Answer: Yes. +/- 2 degrees for temperature and +/- 5% humidity are acceptable ranges for the stated values.**

Question: Should the summary annual cost on the Summary Bid Schedule (last page of Section B of the RFP) include the NTE amounts listed for the optional items?

**Answer: Yes**

Question: Sections C.5.7-C5.8 specify versions of CAFM and CAD software program from Tririga and Bentley, respectively. Will the Government accept alternatives that will meet the statement of work requirements? The concern is that the Facility Center, Version 8.i software vendor and CAD software vendor may not offer favorable pricing knowing that this is the only software that is acceptable for this project. As an alternative, we suggest that the AOC consider making this element of the statement of work a reimbursable instead of part of the fixed price scope. This would allow the AOC to participate in the development of the requested CAFM Implementation Plan due 60 days after contract award. Joint development of the overall "technology plan" is recommended since the NAVCC is new, relatively complex building where there are still many unknown requirements. For example, the CAFM software price can vary significantly depending on the assumptions for overall functionality (e.g., hand-held technology utilization), LOC user requirements, training, etc. This element of the RFP is a very significantly portion of the overall bid price.

**Answer: The CAFM software requirement is being changed and will be included in an addendum to the RFP. The CAD software requirement is based on an agency standard and remains specified in the statement of work.**

Question: Section C.5.9 states that the Government has the option to purchase any non-reimbursable supplies, tools and equipment at the expiration of the contract. How is this price determined and would this right include the end of the first year as well as at the end of any option period. Given the short base term of one year it would seem that this would be cost prohibitive for Contractor to price in recovery of all non-reimbursable expenses, especially inclusive of Tririga 8i software.

**Answer: The price will be determined in negotiations between the contractor and the government. This right would extend to the end of the base year; however, it is not anticipated that the government would consider purchasing non-reimbursable items until the end of the contract.**

Question: What are the payment terms and process for invoicing (for the fixed price and reimbursable portions of the work if different)? Page 57 of 129 identifies a process that

covers the reimbursable process but not a fixed price process; however, the process is clearly for another Government facility.

**Answer: Section G which you reference above (Page 57 of 129) has been deleted. All invoices for services whether fixed price or reimbursable will be submitted to the Facility Manager as indicated in local clause "Submission of Invoices" on page 55 of 129.**

Question: What are the Contractor indemnity requirements for service provided (clause 252.247-7016 relates to commodity delivery)?

**Answer: There are no indemnity requirements for services provided outside of the required Performance Bond, as indicated in Clause 52.228-16, entitled "Performance and Payment Bonds other than Construction."**

Question: Section C.6.5 states that Contractor shall use building inspections/rounds to monitor housekeeping practices although housekeeping services are not in the scope.

**Answer: See paragraph C.5.13 for a description of housekeeping responsibilities.**

Question: Please clarify if, per Section H, Local Labor Preference (i.e., thus residing or doing business for the U.S. Army Corp of Engineers, Baltimore District) applies to this procurement?

**Answer: Yes. Paragraph is correct as stated, first preference should be to those laborers who reside in the Baltimore District geographical boundaries (which included Pennsylvania, Maryland and Virginia) location opposed to bringing in outside laborers to the area.**

Question: Are window washing and pest control services to be included in the scope of work?

**Answer: Window washing and interior pest control are not included in the scope of work. See paragraph C.7.6 for a description of landscaping and grounds maintenance pest control responsibilities.**

Question: How will the loading dock be staffed?

**Answer: The loading dock will be under the control of the Library of Congress and staffed by its personnel. However, the contractor will be responsible for inspection/acceptance of materials they order and transporting them to their designated storage areas in the building.**

Question: Who is responsible for the costs related to facility licensing, permits and inspections (i.e., elevator, fire systems, pressure vessels, etc.)?

**Answer: The contractor is responsible for licensing, permits and inspections. See paragraphs C.5.25, C.6.5 and C.6.8. However, the construction contractor will obtain the certificate of occupancy from the local Authority Having Jurisdiction, along with all permits required for the issue of it, and present them to the Government before it takes ownership of the building.**

Question: I am placing a sub bid with some general contractors that are quoting the solicitation provided in the Subject Box. I am bidding on the generator maintenance portion of the bid and need to know some information to give an accurate price. I need to know how many generators, make and model of the generators, number of visits per year, if coolant changes oil analysis or load bank testing will be required. I also need to know the location of the generators (in a basement vs. in the parking lot). I hope that you can help me out. If it would be easier, I would be able to schedule a visit to the site.

**Answer: This information can be found either in Section C, SOW, Section J, Attachments 7 and 8, or the Construction Drawings and Specifications available for review in the bidder's library. No additional site visits are planned.**

Question: As there is a requirement under the SFO for Form 33 and standard form L – Lobby Interest, etc., are these documents as well as other required fill in forms available in a word format. This would save time in having to recreate the documents to input the required information?

**Answer: Many of the forms are available at [www.gsa.gov](http://www.gsa.gov).**

Question: Section A – Cover Sheet - Indicates that “Small Business goal is 45% of total subcontracted dollar value” - *Please confirm that the goal is 45% of the sub- contracted dollars which we interpret as services not self performed by the prime contractor, correct? Or is the goal attributed to another number? Also please take note of section 5.0 Submission Criteria for Volume III. The stated goal objectives for the respective small business total 39%. Please advise if we can spread the remaining 7% across the categories or is there a missing category and percentage we need to meet?*

**Answer: The Small Business goal for this procurement is 45%. This percentage pertains only to those dollars that are subcontracted out. (i.e. if \$1,000.00 is subcontracted out \$450.00 must be awarded to a small business concern.) Of the 45%, a minimum of 20% is to be placed with small disadvantaged businesses, 10% with women owned small businesses, 3% with HUB Zone small businesses, 3% with Veteran owned small businesses and 3% with Services Disabled Veteran owned small businesses. Large Firms who are looking for firms to fulfill this requirement may contact the Baltimore District Small Business Office at (410)962-1894.**

Question: Supplies or Services and Price/Costs - B.3 – Please provide clarification for the following references under Not to Exceed provisions: *C.5.20.1 –Please clarify/confirm the intent to the contractor; Is the SFO intent that the contractor is responsible for all repairs under \$5,000, or is it intended to be included in the total \$100,000 NTE?*

**Answer: The contractor is responsible for all repairs under \$5,000.00 in labor per C.5.20.1. The \$100,000.00 NTE amount applies to the IRO's that exceed this threshold.**

Question: Scope of Work - C.3.2 Performance requirements – “Contractor is required to manage, operate and Maintain the NAVCC on a 24 hour 7 day a week schedule in accordance with this scope of work” - *This appears to conflict with “C.4.9 Normal Hours of Operation Normal hours of operation are Monday through Friday 7:00 AM to 5:00*

PM". *Please confirm intent that the stated hours under C.4.9 are for tenant and that contractor is to staff operation 24/7 for 2<sup>nd</sup> and 3<sup>rd</sup> shifts as defined under C.6 Operations and Maintenance.*

**Answer: C.4.9, Normal Hours of Operation, covers both tenant and contractor operations. The majority of the tenant personnel will work during these hours. However, the tenant may have some second and third shift personnel working on site. It is also anticipated that most of the contractor's routine maintenance and operations would take place during normal hours except work that would disrupt tenant operations. C.6, Operations and Maintenance, describes the full scope of the contractor's responsibility to plan and staff the project to meet all requirements in the statement of work.**

Question: C.3.3 Phasing of Work – Phase I Commissioning 2/20/05 - *With Commissioning scheduled for 2/20/05 when is it anticipated by US Army Corps, AOC and LOC that the Contractor to be on site under contract?*

**Answer: Contractor key personnel are expected to be on-site during commissioning operations. Additionally, the contractor may find it advantageous to have other staff on site at that time for familiarization. The AOC/LOC will have a construction trailer on site that the contract will be able to share during commissioning operations. The trailer is estimated to be on site by January 15th, 2005. This space can also be used during mobilization operations/submittal preparation prior to start of commissioning operations.**

Question: C.4.5 – “Contractor will ensure all personnel assigned to perform work at the NAVCC comply with all security requirements” - *Are there specific NVACC requirements/directives and will they be provided? Or are they of a more general nature to a background check?*

**Answer: Specific directives concerning security at the site are not available at this time. They will be provided when available. General requirements for badges include a criminal background check and finger printing by the Capitol Police.**

Question: “Contractor will be responsible for obtaining/maintaining the necessary security clearances required by the AOC and LOC thru Capitol Police” - *Is there defined information as to requirements that can be provided now? Will Capitol Police or a designee be responsible for site security or will the contractor. If the latter, are there defined requirements available?*

**Answer: No defined info at this time. Capitol Police/Library Security will be responsible for site security.**

Question: Will the site have access control if so, whose responsibility will it be for the systems? Providing, maintaining cards inventory, repairs?

**Answer: The site will have access control and LOC security will be responsible this system. It is not in the operations and maintenance scope of work for this RFP except that the contractor will perform trouble calls to insure the problem is not due to a lack of 120 volt power to the security equipment or panels. However, if contractor assistance is needed for new installations or system**

**modifications, these types of jobs may be accomplished under the cost reimbursable design-build process.**

Question: Same question as above – cameras – monitoring/recording

**Answer: For these devices, see answer above.**

Question: C.4.8 “The Government will furnish the items as specified below for the Contractors use.” C.4.8.1 *Is there a listing of what is anticipated to be provided for spare parts and materials?*

**Answer: See Section J, Attachment 9, Spare Parts and Materials List.**

Question: “The SFO indicates to be provided by construction contractor” - *Is this a one time transfer of assets or is it intended to be an ongoing kept inventory to cover operations”*

**Answer: The transfer of assets by the construction contractor is a one time event that will occur in phases. See paragraph C.5.11 for materials, spare parts and equipment inventory to cover on-going operations.**

Question: C.4.8.3 – “Utilities, telephones, telecommunication lines and AOC/LOC network access will be provided by the government.” - *Does this indicate that we as contractor will have these provided to us for use on-site. Will there be a cost to us as contractor and if so, what how will it be determined (using proportionate share?)*

**Answer: Utilities, as defined in C.4.8.3 will be provided on-site at no cost to the contractor.**

Question: *As contractor will we make the utility payments on behalf of the government or will they be paid directly by the government?*

**Answer: No. The Government will pay utility cost directly.**

Question: *As contractor will we be responsible for the payment of real estate taxes? Or will they be paid direct?*

**Answer: The contractor is not required to pay real estate taxes.**

Question: C.5.9 Contractor Furnished Supplies - *Is there a standard desired/expected by AOC/LOC for pagers, radios or cell phones as to make, model compatibility with any existing AOC/LOC standard or system?*

**Answer: There is no AOC/LOC standard. The contractor shall make appropriate arrangements for effective communications with his staff and the Contracting Officer’s Representative.**

Question: C.5.11 Materials, Spare parts – Generally, Contractor is required to purchase all materials and spare parts except those critical items and consumables maintained.” - *Is there a list of items that have been deemed critical AOC/LOC or will that be developed and approved by AOC/LOC after contract start? Are materials and parts included in the first \$5,000 base line contractor responsibility?*

**Answer: Recommending a list of critical items is one of the contractor responsibilities listed in paragraph C.5.11. Per paragraph C.5.20.1, the \$5,000.00 threshold for IROs applies to labor only.**

Question: C.5.13 Housekeeping – “Contractor shall maintain all assigned spaces including central plant...in a neat orderly fashion.” - *Does the reference of assigned space, reference the entire facility or those spaces directly attributed to the on-site management operations? Will the contractor be responsible for janitorial for the facility and if so, are there specifications available?*

**Answer: Housekeeping responsibility applies to areas defined in C.5.13. Janitorial services for the NAVCC are not in the current scope of work.**

Question: C.5.14 Clean Up and General Waste Disposal – “The AOC will not provide facilities for on site general waste disposal” - *Please clarify, does this mean there will be no waste disposal facilities of any kind (i.e. dumpsters, compactor) for disposal of waste generated from daily operations (i.e. janitorial, cafeteria etc.) If there is a cafeteria on site, is the food service provider responsible for their own waste disposal (i.e. wet goods, grease etc)? If this is not the intent, then how will waste disposal be processed for daily trash generated?*

**Answer: The contractor is expected to furnish a dumpster for waste generated from operations & maintenance or design-build activities included in this scope of work. The LOC will furnish dumpsters for daily operations not included in this scope of work (tenants and other service contractors.) However, this scope of work does include kitchen exhaust cleaning and kitchen grease trap cleaning. The contractor will dispose of any waste generated from these two maintenance activities.**

Question: C.6.3 Operational Requirements - B. - “Building systems shall be operated in a manner to: Effectively maintain the required temperature and humidity set points throughout the facility.” - *Has there been an independent or verification that the design intent for the desired parameters has the capability of being met?*

**Answer: Independent verification will be established during the commissioning process. The Government does not plan to take possession of the facility until all testing and balancing is done with systems functioning as designed. Variations will be documented via a punchlist for correction by the construction contractor.**

Question: General - *SFO speaks to preventative and predictive maintenance being performed on a regular and ongoing basis and also seeks to have no impact to daily operations of the facility, may it be assumed that this work may be done during the course of the normal hours of operation, provided that it does not adversely affect the operations of the equipment used to maintain the standards or with prior approval of the COR?*

**Answer: Yes**

Question: Special Contract Requirements – Local labor Preference - *Can we get a copy of those firms currently doing business with the Corps as of this date?*

**Answer: This clause simple means that you must offer a preference to those firms, which are physically located within the Baltimore District geographical boundaries.**

Question: 52.216-19 Order Limitations – Minimum Order – “When the Government requires supplies or services covered by this contract in the amount of Less than \$2500” - *Please confirm that this limit is outside the intended standard operations repair coverage of the first \$5,000 to be covered by the contractor?*

**Answer: This contract is going to be awarded as a Requirements type contract (Clause 52.216-21) and therefore orders will be placed for the work under the contract. The \$2,500.00 limit is not related to the \$5,000.00 standard repair coverage to be covered by the contractor.**

Question: 52.228-16 Performance Bonds – Other than Construction – Contractor shall furnish a performance bond for the protection of the government in an amount equal to (100%) percent of the original contract price. - *Please confirm under this clause that AOC/LOC – Army Corps is requesting that we as contractor provided a performance bond for the proposed value of Facility management, Operation & Maintenance Services contract? If this is the case, can you please define under what circumstances that AOC/LOC would look to seek to invoke such and whether there are specific and defined parameters under which the bond would be managed to in accordance with the scope of work?*

**Answer: The Performance Bond will be required for the minimum quantity amount awarded to the contractor under a task order. Under this contract it will be for the firm-fixed portion of the work requirement. The Government may request additional performance bond protection if the contract price is increased through additional orders. The Performance Bond secures performance and fulfillment of the contractor’s obligations under the contract.**

Question: Reporting Requirements Section J – 12 - *Will there be a requirement for formal financial reports such as budgets; operating and capital, variance reports etc required?*

**Answer: Section J, Attachment 12 covers reporting requirements. Also see Section J, Attachment 13 for required Metrics and Measurements which further defines reporting requirements.**

Question: The SOW, paragraph C.5.2 Safety, states that the contractor “will submit a NAVCC site specific safety plan for COR approval per SECTION J Attachment 6, Schedule of Deliverables.” The schedule calls for the safety plan to be delivered 30 days following contract award. In Amend 2, Submission Criteria, on page 12 of 23, paragraph 3.4.3 states that “The offeror shall submit their proposed project safety plan for evaluation. It should address the major components required by the statement of work and include roles and responsibilities; training requirements; procedures; and sample forms.” Please clarify.

**Answer: The safety plan submitted with the proposal should be in outline form showing the various topics to be covered, general requirements and any known project specific items. The final detailed plan, submitted for approval after award, should be a complete document showing all required information.**

Question: Are Elevators included in the maintenance requirements?

**Answer: Yes**

Question: Water treatment is listed in the technical exhibits as not applicable with four years listed with the quantity, is there a water treatment contract attached to the construction of the facility?

**Answer: Unable to answer at this time, the Government is not clear what section this question refers to.**

Question: Section C.5.7 requires that the contractor provide computer assess to Facility Center 8i to the COR from his worksite, please provide the number of seats required by the government?

**Answer: The Government requires one seat for the COR.**

Question: Can you identify the control system that will be used for HVAC equipment, and will an energy management system be provided?

**Answer: The building automation systems construction contract has not been awarded hence this information is not available at this time. The Direct Digital Control System will be from one of the following approved manufacturers: Alerton Technologies Inc., Andover Controls Corp., Delta Controls Inc., Johnson Controls Inc. (Controls Group,) and Siemens (Basis of Design.) The HVAC components of the system are spelled out in the Project Specifications Section 15900 and the Electrical Power Monitoring is spelled out in Section 16215 which are available for viewing in the bidder's library.**

Question: What pieces of equipment come with what warranties?

**Answer: All equipment will come with a minimum of a one-year warranty.**

Question: Are resumes included in the page count?

**Answer: Yes. See Paragraph 1.5, entitled Page Limits of the Proposal Submittal Instructions.**

Question: If needed, will a man-lift be provided at the site?

**Answer: No**