

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 7 PAGES
2. AMENDMENT/MODIFICATION NO. AMENDMENT NO. 0001		3. EFFECTIVE DATE 12/11/19	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 18-0005
6. ISSUED BY NAVFAC Mid-Atlantic Resident Officer in Charge of Construction 1005 Michael Road Camp Lejeune, NC 28547-2521		CODE N40085	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. N40085-20-R-4015
			X	9B. DATED (SEE ITEM 11) 11/19/19
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 11)
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, 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 _____ 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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 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.)

19-0024 Int/Ext Rprs Bldg M101

A formal site visit will be held on Friday, December 13, 2019 at 2:00PM. Meet at the site.

This amendment should be acknowledged when your proposal is submitted. Failure to acknowledge the amendment may constitute grounds for rejection of a proposal.

SEE CONTINUATION PAGE

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		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION PAGE

1. Question: Note 52 on Drawing E-2 says the OSP Fiber and Copper cabling will be installed by the Government. Please confirm this is true. If it is to be installed by contractor, please provide the quantity of fiber strands and copper pairs to be installed.

1. Answer: All OSP shall be contractor installed 50 pair and 12 strands.

2. Question: The “wireless access point” note in the Electrical Legend on drawing E-1 says to install (one) cable. The base standard is (two) Category 6 cables. Please confirm the number to be installed.

2. Answer: Provide two (2) CAT6 cables for each WAP.

3. Question: On Drawing E-11, how many Category 6 cables will be required to install to the Camera (C) locations?

3. Answer: Provide two (2) CAT6 cables for each camera location.

4. Question: Drawing E-11 shows two Data Racks to be installed in the Comm Room. The base standard is three racks in the Comm Room. Please confirm the number of Data Racks to be installed in the Comm Room.

4. Answer: Refer to specification 27 10 00 for quantity of comm. racks.

5. Question: Will the contractor be responsible for Category 6 and Fiber Optic Patch Cords in the Comm Room or in the Work Area outlet?

5. Answer: Yes, the contractor is responsible for Category 6 and Fiber Optic Patch Cords in the Comm. Room, but not at the work area outlets.

6. Question: There is a double compartment sink labeled SK-1 on drawing P-3 that is not in the Plumbing Fixture Schedule on drawing P-1. Is this the Kitchen Sink that is specified in section 22 00 00 – 2.4.7?

6. Answer: SK1 is the kitchen sink specified in 22 00 00 – 2.4.7.

7. Question: There is a 3-inch Backflow Preventer (BFP) in the Plumbing Fixture Schedule on drawing P-1. Drawing P-4 and the riser diagram on drawing P-6 shows this should be a 2-inch Backflow Preventer. Please advise.

7. Answer: Contractor shall provide a 2" back flow preventer.

8. Question: On drawing P-4 there is a fixture labeled OB-1 that is not on the fixture schedule or in the specifications. Please advise what this item is.

8. Answer: OB1 is an ice maker connection.

9. Question: In the Existing Finish Schedule on drawing A-4, there is a "Remarks" column that states the "government has removed existing finishes unless otherwise indicated." There are no notes for any of the rooms in this column. Can we assume the government has removed all of the finishes in these rooms?

9. Answer: Disregard the note in the REMARKS column of the Existing Finish Schedule on Sheet A4. The Existing Finish Schedule indicates the Existing Finishes to be removed. General Note #6 on sheet A1 states that the Government has removed approx. ¼ of the gypsum board wall finish and batt insulation as part of the storm remediation work. The Contractor shall remove what is left in place. Existing Finishes that remain in the building are to be removed by the Contractor.

10. Incorporate:

PLUMBING FIXTURE SCHEDULE					
DRAWING CODE	FIXTURE	PIPE SIZE			
		DCW	DHW	WASTE	VENT
SK1	2-COMPARTMENT COUNTERTOP SINK, ADA	1/2"	1/2"	2"	2"
OB1	ICE MAKER BOX	1/2"	-	-	-

11. Based on the estimated cost range, the following FAR Clause will apply to this project.

52.225-9 -- Buy American--Construction Materials.

As prescribed in [25.1102\(a\)](#), insert the following clause:

Buy American--Construction Materials (May 2014)

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item” —

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: _____
[Contracting Officer to list applicable excepted materials or indicate “none”]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a

domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of Clause)