

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03-Oct-2002	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) 1 11
6. ISSUED BY CODE US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390	DACA61	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACA61-02-R-0004	
		X	9B. DATED (SEE ITEM 11) 13-Sep-2002	
			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 <u>1</u> 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) EMERGENCY POWER: OPERATION AND MAINTENANCE FOR MILITARY CONTINGENCIES				
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 checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The date and time set for receipt of proposals is extended until 4:00 p.m., local time, Oct. 23, 2002. The solicitation is amended as follows:				
a. Section B, Prices/Schedules: Offerors should make a pen-and-ink change in the last line at the top of pages B-5, B-9, B-13, B-17, and B-21, changing "14" to read "30". Prices for lease of CFE shall be based on a 30-day lease period. Also, page B-3 is deleted and replaced by pages B-3 and B-3a, attached.				
b. Section C, pages C-1, C-6, C-7, and C-9 to C-11 are deleted. Substitute with the attached replacement pages annotated Amendment 0001.				
c. Section M, paragraph M 3.2: The phrase "or otherwise referred to" in the last line is hereby deleted.				
d. Section M, pages M-3 and M04 are deleted in its their entirety. Substitute therefore with the attached pages numbered M-3 and M-4 annotated Amendment 0001.				
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	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

shall designate for participation under this line item the Operations Manager or similar key person having intimate knowledge of the operation and contract. No mark-ups for overhead, profit or any other costs will be allowed on per diem expenses.

Line Item 0009: Travel and Per Diem. ***It is envisioned that contractor personnel will be co-located with deployed U.S. Forces. However,*** for each task order, if the Contractor's base of operations is located at least 50 miles from the Contractor's normal place of business *and* if the Contractor is required to reimburse employees for lodging and meals, the Government will pay reasonable costs not to exceed the daily rate (actual rate when authorized) the Government pays its own employees; provided that Government messing is not otherwise authorized. Invoices for travel and per diem costs must be supported by documentation showing actual costs incurred. No mark-ups for overhead, G&A, or profit will be allowed.

Line Item 0010: Incidental Supplies and Services. This line item is applicable solely to GFE. If directed by the government, the contractor will be reimbursed reasonable costs to purchase generator set operating and service manuals if not provided as Government Furnished Material (GFM) with any GFE. The contractor will be reimbursed reasonable costs required to purchase and install parts such as working hour meters and perform minor repairs. These repairs shall include, but are not limited to: replacement or repair of batteries, plugs, wires, belts, hoses, springs and components of the fuel and oil transfer system and other electrical and generator parts such as circuit cards, relays and control panel parts. Repair parts shall not exceed \$2500.00 U. S. per occurrence. Support documentation shall be provided with invoices to support reimbursement. For repairs estimated between \$1,000.00 and \$2,500.00, the Contractor shall perform repairs at the discretion of the Contracting Officer or authorized representative. A major repair is defined as exceeding \$2,501.00 in parts and labor. The Government may, depending upon the extent of repairs required and the time required to complete the repair and other factors to GFE, elect to negotiate a separate contract for performance of major repairs. The Contractor shall submit a proper invoice for these parts.

Line Item 0011: Fuel Operations (furnish, deliver and install fuel). The Government has entered \$100,000.00 in the Schedule for this item. This amount is only for award evaluation. Payment for this item will be based on the amount of fuel actually used. To receive payment, the Contractor must furnish invoices from the fuel supplier and fueling tickets (See paragraph C 3.3 and C 3.8 of the statement of work). Payment will be limited to actual cost of fuel plus overhead. No other mark-ups will be allowed. ***In those instances where the U.S. Government does not provide the fuel (i.e., no established fuel distribution capability), cost of fuel will be compensated as described herein. All associated fuel costs, e.g., storage systems, transportation, etc., and the burden and profit for those items would be eligible for compensation as mobilization and demobilization expenses.***

B 2.0 The Government may award up multiple contracts against this solicitation to support the U.S. Army Corps of Engineers in its military contingency missions. Additionally, the Government reserves the right to issue more solicitations and award more contracts for these same services. Offerors are encouraged to submit proposals for all areas of which there is an interest. The following reflects the geographic areas to be supported:

SECTION C SPECIFICATIONS
EMERGENCY POWER: OPERATION AND MAINTENANCE

SCOPE OF WORK

GENERATOR SET ACTIVITIES

C 1.0 General. The work under this contract consists of supporting all generator set activities for emergency power operations in support of military contingencies. Generator set activities are defined as assessing power needs, preparation, transport, installation, preventive maintenance, service, fueling, relocating and recovering engine-generator sets and associated fuel systems, and transmission/distribution system maintenance. As, and when required by the Government, the Contractor shall provide Contractor Furnished Equipment (CFE). Contractor shall provide all support and logistics required to support contractor personnel. The Contractor shall perform generator set activities twenty-four (24) hours a day, seven (7) days a week including all weekends and holidays. The contractor shall be required to be in compliance with all applicable local ordinances, permits and license requirement (***note: each deployment of U.S. Forces will entail unique, situation requirements. The contractor will be required to comply with the same constraints, and under the same operating conditions, as the U.S. Forces.***) The Contractor shall participate in pre- and post- emergency conferences, workshops, meetings and exercises such as Command Post Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Train Ups as directed by the Government.

C 1.1 Generator sets requirements may range in size up to 1Mw or even Power Stations. The Contractor shall be responsible for providing all labor, transportation, equipment and supervision required in the performance of generator set activities. The Contractor shall be responsible for providing all loading, hauling, and unloading equipment (e.g. cranes, boom trucks, fork lifts, self loaders, flatbed trailers and trucks) necessary for performing the work required by this contract in all types of terrain, during periods of limited visibility and under all weather conditions. The contractor shall make his own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of generator sets and equipment to the site. When required, the Contractor shall provide all fuel, fueling equipment and fuel transportation requirements to support generator set activities. The Contractor shall be responsible for providing all hardware as part of his initial Bill of Materials (BOM) required for installation of the generator sets; cabling, conductors, conduits, supports, disconnects, terminations, etc., for both CFE and GFE generators (see Section J for a representative list of the type of BOM used in support of GFE systems). ***The Government will assist with available information that it is aware of on secure routes and safe passages.***

C 1.2 For generator set activities, each site assessment, preparation, hauling, installing, preventive maintenance, service, fueling, relocating and recovering shall be accomplished at the direction of the Contracting Officer through the issuance of a task order or for Incidental Supplies through a delivery order. Payment shall not be made to the Contractor for work not specifically authorized by the Contracting Officer.

C 1.2.1 For delivery orders, the contractor shall immediately proceed with the order. Issuance of a task order for services shall be considered to be the Notice to Proceed.

C 2.2 Not later than eight (8) hours after award of the initial task order for services, the Contractor shall provide an Operations Manager knowledgeable in all facets of the Contractor's operation to serve as liaison, with no collateral duties, between the Contracting Officer and the Contractor's senior management at the location determined by the Government. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week and shall be able to immediately contact the Contractor's senior management, via electronic means (fax machine, cell phone and Internet capabilities). This position will not require constant presence of the Operations Manager but the Operations Manager shall be physically capable of responding to the Contracting Officer's representative within thirty (30) minutes of notification. The Contractor is responsible for establishing its own office and providing all related communication and office equipment required to support the Operations Manager. The Operations Manager shall have authority to act on behalf of the company's senior management to make any and all decisions required under the contract and shall have the authority to sign all contractual documents. In areas where English is not the primary language, the Contractor's Operations Manager shall be bilingual in the host country language. It is desirable that field crew foreman and supervisors also be bilingual.

C 3.0 Execution of Work-Services

C 3.1 Mobilization

The Contractor shall commence mobilization and be ready to provide generator set activities not later than seventy-two (72) hours of issuance of the initial task order. All personnel, supplies and equipment required for the initial placement of generator sets of various sizes shall be onsite at a location designated by the Contracting Officer or authorized representative in the initial task order (see C 2.1.1).

C 3.2 Assessments. It is anticipated that the Government representatives shall make the majority of assessments but the Government reserves the right to task the Contractor to perform the same. The purpose of the assessment is to determine generator set requirements. The Contractor shall have trained personnel capable of making power and generator set assessments, to include assessing hook-up requirements. The Government will prioritize the assessment order. After mobilization, Contractor shall be capable of responding within two (2) hours of receiving issuance of a task order to assess power needs. The Contractor shall provide a written assessment worksheet of the power and generator set requirements. The Government shall provide the Contractor with either a Government assessment worksheet or the minimum requirements for the assessment worksheet. The Contractor shall identify multiple generator set sizes on the assessment worksheet in the event the required generator set size is not available to satisfy a particular requirement. The assessment worksheet shall be completed and submitted to the Contracting Officer or authorized representative within six (6) hours after issuance of a task order for the assessment (see C.2.1.1 (b)). ***For assessments conducted prior to mobilization, the contractor will be authorized Travel and Per Diem***

C 3.3 Preparation.

C 3.3.1 At the Government's generator set staging area, the Contractor is responsible for conducting a complete preparatory preventive maintenance check of all components of the generator set and Government furnished Bill of Materials. The Government will prioritize the preparation order. All deficiencies discovered by the Contractor shall be immediately reported to the Contracting Officer or authorized representative. Each generator set shall be given a complete initial preventive maintenance check to include petroleum, oils and lubricants (POL), battery check, working-hour meter check, and coolant check. All fluids shall be filled to their proper levels. The Contractor shall provide fueling capability at the staging area. The Contractor shall inventory all equipment designated as part of a generator set, to include operating manuals (if any), and Bill of Materials (cables, connectors, etc.). The Contractor shall comply with all applicable state/territory/commonwealth and local environmental regulations at the staging area.

C 3.3.2 All generator reconfigurations shall be completed at the staging area. Configurations shall be performed in accordance with manufacturer's specifications.

C 3.3.3 Only upon the direction of the Contracting Officer, or authorized representative, the Contractor shall conduct load bank test at the staging area to determine mission capability. Generator shall be operated a minimum of thirty (30) minutes at 80% load capacity.

C 3.4 Transportation. The Contractor is responsible for providing all equipment and personnel necessary to on-load and offload generator sets and associated fuel systems. The Government will prioritize the hauling order. Contractor shall haul generator sets from any location to any location within the contract's geographic area as designated by the Contracting Officer or authorized representative. The Contractor is responsible for complying with all *applicable* local laws or regulations. The Contractor shall provide all required roadmaps, atlases, etc. If the Contractor does not install the generator set, the Contractor shall be paid for transporting (hauling) only.

C 3.5 Installation. After mobilization, the Contractor shall be capable of responding within four (4) hours of receiving issuance of a task order to install, relocate, or remove GFE generator sets. The Government will prioritize the installation order. The Contractor shall provide all personnel and equipment to install generator set activities during periods of limited visibility. The Contractor shall comply with all requirements of the most current edition of the US Army Corps of Engineers EM 385-1-1 which is available at: <http://www.hq.usace.army.mil/soh/hqusace.soh.htm> (select the icon for "EM-385-1-1". The contractor shall comply with the latest version that is in effect on the date of the solicitation). See, also, Section H of the solicitation, SAFETY REQUIREMENTS.

C 3.5.1 All electricians shall be licensed. At a minimum, a certified journeyman electrician with three years of experience (minimum), shall make all installations. Connections to load shall be made in accordance with NFPA-70, National Electrical

shall be furnished to the contracting officer or authorized representative on, at a minimum, a weekly basis, or upon request.

C 3.6.1 Each generator set shall be checked for operational service status based on fuel consumption estimates and frequency of manufacturer's recommended services. Each **GFE** generator set shall be serviced a minimum of every ten (10) days or as directed by the Contracting Officer or authorized representative if manufacturer's recommended services can not be ascertained. Service shall include changing oil and oil filter(s), fuel filter(s) at manufacturer's recommended interval or as directed by the Contracting Officer or authorized representative. Engine lubrication oil shall be equal to the manufacturer's specified brand and grade for operating under extreme environmental conditions. When oil filter(s) are replaced, date and hour meter reading shall be noted on the filter using a permanent marker. All other fluids shall be maintained in accordance with the generator set manufacturer's recommendations. All fluids and contaminated fuel shall be removed promptly and properly disposed of in accordance with local environmental disposal regulations.

C 3.6.2 The Contractor is responsible for minor maintenance service repairs as a result of normal wear and tear. Minor repair shall be any repair that is external to the generator engine set and parts are estimated less than \$2500.00. (See B 1.0)

C 3.6.3 In the event of a generator malfunction or breakdown, the Contractor shall mobilize for a specific incident within thirty (30) minutes after notification by the Contracting Officer or authorized representative of the problem. The contractor shall immediately notify the Contracting Officer or authorized representative of each malfunction or breakdown the contractor discovers for instructions on how to proceed.

C 3.6.4 At the direction of the Contracting Officer, or an authorized representative, GFE generators requiring major repairs shall be replaced by a CFE generator of equivalent size and the replaced generator returned to Government storage. If a CFE generator requires major repair, it shall be substituted with an equivalent size unit.

C 3.6.5 Service records shall be maintained on all serviced, GFE generator sets. The contractor shall provide to the Contracting Officer or authorized representative no later than the daily reporting time a contractor furnished service ticket for each generator set serviced that day. Minimum information on the service ticket includes brand, model, kW, barcode number, location, list of parts and quantity of fluids used. The contractor shall coordinate all scheduled services with the user and Contracting officer, or authorized representative, and shall notify the Contracting Officer, or authorized representative, of any scheduling conflicts. For operation of all GFE, the Contractor shall furnish weekly run time sheets with the total number of Kw produced and engine hours run.

C 3.7 Fueling operations.

C 3.7.1 Fueling of generator sets is a separate function from the preparation, transport, preventive maintenance and service descriptions. It is a separate contract line item

number (CLIN). Prior to beginning work, the Contractor shall provide to the Government's Environmental Engineer, for review, the Contractor's written Emergency Spill and Response Plan. See C 2.1.1

C 3.7.2 Fueling shall be accomplished in accordance with safety procedures. Generator sets shall be fueled, by the Contractor, on an as-needed basis with initial fueling accomplished at time of installation. At no time shall *a* generator be allowed to run out of fuel. Only the appropriate fuel and grade of fuel shall be used in accordance with manufacturer's specifications. Generators damaged as a result of running out of fuel or being fueled with the wrong type of fuel shall be the responsibility of the Contractor. Repair or replacement of the generator shall be at the sole expense of the Contractor. The Contractor shall not delegate the fueling responsibility to the user of a generator set. If the Contractor cannot access a site for fueling (i.e. locked gate, access denied by guard, etc.), the Contractor shall immediately contact the Contracting Officer or *his* authorized representative. ***The selected contractor will be functioning as an agent of the deployed U.S. Forces and will be subject to any SOFA (Standard Operating Force Agreement). Dependent upon operational requirements, security may or may not be available for transit.***

C 3.7.3 At each fueling, to include initial fueling at the staging area, the Contractor shall record on a ticket furnished by the Contractor the following information: the manufacturer's name, model, and serial number of the generator; kW size; date; location; reading on working-hour meter; and quantity and type of fuel. A copy of each fueling ticket must be submitted with requests for payment under the fuel line item. The Government shall allow a maximum of .07 gallons of fuel, per kW, per hour.

C 3.7.4 Spilled fuel and contaminated fuel shall be removed promptly and properly disposed of in accordance with local and (or) host country environmental disposal regulations. The Contractor shall be responsible for clean up of all spilled fuel. Apart from the generator set's external fuel tank, fuel shall not normally be stored at the generator site.

C 3.8 Relocating and Recovering Generator Sets.

C 3.8.1 The Contractor shall provide all equipment and personnel required to relocate and recover generator sets. Contractor shall be capable of responding within two (2) hours of receiving issuance of a task order from the Contracting Officer or authorized representative to commence relocation or removal of generator sets. The Government will prioritize the order for relocation and recovery of generator sets. The Contractor shall comply with all requirements of the most current edition at time of contract award of the US Army Corps of Engineers EM 385-1-1

C 3.8.2 A journeyman electrician, with a minimum of three years of experience, shall disconnect all generator sets. Disconnection to load shall be made in accordance with all local codes, rules and regulations. The Contractor shall either remove or tape external (service) wiring to prevent possibility of electrical shock. Utility power conductors shall be reconnected from the main switch at the site.

materials. In addition, the Contractor shall coordinate with the ~~deployed US Army Corps of Engineers~~ *Forces* -Environmental Engineer who shall inspect and notify the Contracting Officer or authorized representative of clearance from the generator set staging area. *The selected contractor shall be allowed to utilize the deployed forces methods to manage waste disposal of oil and fuel.*

C 6 Demobilization. All personnel, supplies and equipment required to recover the generator sets shall complete demobilization no later than forty-eight (48) hours after issuance of the task order (see C.2.1.1).

C 7 Safety. The Contractor shall provide a written Safety Plan which addresses each phase of the SOW. The Contractor shall provide an Activity Hazard Analysis that addresses each phase of the SOW. Contractor shall provide all safety equipment in accordance with OSHA standards to include personnel reflective gear use for use at staging areas and installation sites during periods of limited visibility. The Contractor shall designate a supervisory person to be present on the site, overseeing work at the site. The person may have additional duties as crew foreman. The Contractor shall comply with all requirements of the US Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, current edition at the time of contract award.

C 8 Conferences/Meetings. The Contractor shall participate in pre- and post-emergency conferences, workshops, meeting and exercises such as Command Post Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Train Ups etc., (see Section B 1.0).

C 9 Inspection and Acceptance. The Government may inspect the work as the Contractor progresses. However, the Government reserves the right to inspect at a later time. Work will not be accepted and payment will not be made until all generator set activities have been satisfactorily completed.

Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

M 4.4.4 Extent of Subcontracting with Small Businesses. The Government shall evaluate the extent that the Offeror's proposed goals for subcontracting with small and small disadvantaged businesses are realistic, achievable justifiable and in accordance with the Government's policy to maximize opportunities for this businesses as required by the Stafford Act. In addition, the Government shall evaluate the extent to which these same businesses have been identified for participation as part of the Offeror's team. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

M 4.4.5 Location of Primary Place of Business. The Offeror shall be evaluated on the extent that its primary place of business is located in the state/territory/commonwealth or area where services will be provided. The Offeror shall identify the location of its main office, branch office(s) and all subsidiaries. Offerors whose primary place of business is outside the serviced area for which an offer is submitted will be evaluated based on the amount of business they have done in the serviced area in the last 6 years. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

M 4.4.6 Price. Price will be evaluated to determine completeness and reasonableness of the proposed price(s). Price will be evaluated and is considered as an independent element from the technical evaluation factors. This factor will be reviewed for completeness and reasonableness and evaluated to determine the offeror's understanding of the work and ability to perform the work. Total Price will be reviewed parallel with the technical proposal and award will be made to the overall proposal(s) that are most advantageous to the Government.

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, in descending order of importance, shall be used to evaluate offers:

- (i) technical capability of the offeror to meet the Government's requirements (technical capability is defined as those items listed in paragraph M 4.2 of this Section)
- (ii) price

Technical is more significant than price; however, price remains a significant factor.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.