

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 06-Oct-2003	4. REQUISITION/PURCHASE REQ. NO. W25PHS-3157-0487		5. PROJECT NO.(If applicable) 1 1
6. ISSUED BY CODE US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BLDG, 100 PENN SQ EAST PHILADELPHIA PA 19107-3390		DACW61	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. DACW61-03-R-0033
				X	9B. DATED (SEE ITEM 11) 08-Sep-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: (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) DESIGN, CONSTRUCT, TEST, AND DELIVER TWO MANEUVER BOATS					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above numbered solicitation is amended as follows. The date and time set for receipt of proposals is extended to 4:00 p.m., Oct. 21, 2003. Offerors must acknowledge receipt of this amendment. Failure to acknowledge an amendment may result in rejection of an offer. Section I, Contract Clauses: FAR Clauses 52.228-1, 52.228-14, 52.228-16, and 252.219-7004 on the attached pages are hereby incorporated. Sections C, H, and L: Pages C-12, H-12, H-13 and L-14 are deleted in their entirety. Substitute therefore with the attached pages number C-12, H-12, H-13 and L-14, annotated Amendment 0001. All other information remains unchanged. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 06-Oct-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

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 or \$__n/a__, whichever is less.-

(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.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds

such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this

credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of

Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____. This draft is drawn under Irrevocable Letter of Credit No.

[Beneficiary Agency]

By: _____

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION
(JUL 2000)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)

(a) *Definition. Subcontract*, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Offeror's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, as amended by Section 7103 of Pub. L. 103-355, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95-507.

(c) The Contractor shall submit Standard Form (SF) 295, Summary Subcontract Report, in accordance with the instructions on the form, except—

(1) One copy of the SF 295 and attachments shall be submitted to Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International and Commercial Programs), 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061; and

(2) Item 14, Remarks, shall be completed to include semi-annual cumulative—

(i) Small business, small disadvantaged business, and women-owned small business goals; and

(ii) Small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.

(d) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

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C100 SCIENTIFIC

C105 PRINCIPAL CHARACTERISTICS

The principal dimensions of the Maneuver Barges are as follows:

- Total Length 80'-0"
- Beam 32'-0"
- Depth (at CL) ~~4'-6"5'-0"~~ (flat bottom)
- Depth (at side) ~~4'-6"5'-0"~~ (flat deck, no camber)
- Design Draft ~~2'-0"2'-6"~~

Maximum Height Restriction: The maximum height of any component (i.e. crane stowed), on this vessel shall not exceed 28'-6" above the base line (bottom of the vessel).

The Contractor shall use the conceptual lines plan to develop the detail hull form of the vessel.

Changes may be proposed by the Contractor during the Engineering and Design Phase, to improve constructability and to best suit the contractor's production methods; however, incorporation of changes will be subject to the prior approval of the COR.

C115 WEIGHT ESTIMATE AND CONTROL

During the Engineering Phase, the Contractor shall prepare and submit to MDC a detailed weight estimate of the Maneuver Barges, using a traditional 3-D coordinate system for the estimated position of the center of gravity.

During construction, the weight report shall be revised and updated with actual measured weights. Prior to launching, the Contractor shall prepare and submit a complete, updated Weight Report. The Contractor may itemize the weights by ship modules/equipment and their 3 coordinates to define CG location, to suit his method of fabrication and simplify the weight report.

A final, complete Weight Report shall be submitted during testing and prior to delivery, to bring the estimated light ship weight and center of gravity in reasonable agreement with the stability test results.

H11 SUBMITTAL SCHEDULE

After receipt of Notice To Proceed with Planning and Scheduling, the Contractor shall develop a submittal schedule for all Contractor submittals required by the Contract (Refer to Clause H02).

The schedule shall be in “spread sheet” format and contain the following minimum information:

- Drawing number (if any)
- Name or title of submittal
- Scheduled submittal date(s)
- Actual submittal date(s)
- Submittal letter number
- Reply letter number
- Reply letter date

For drawings or items with repetitive submittals (monthly, etc.) the schedule must allow the time required for drawing review iterations or repetitive submissions.

After review, subsequent revision and acceptance by the COR, the schedule shall be updated and submitted with the monthly Progress Payment Request for the life of the Contract.

H12 DRAWING INDEX

After Notice To Proceed with Planning and Scheduling, the Contractor shall prepare an index of all drawings to be prepared by the Contractor as part of this Contract. The list shall be subdivided into two parts.

The first part shall list all the drawings the Contractor intends or expects to prepare during the Phase 2 Engineering and Scheduling portion of the Contract.

As a minimum, the Engineering and Scheduling phase design effort shall include preparation of drawings and reports that completely address the topics listed on the following guidance index:

<u>DWG. NUMBER</u>	<u>DRAWING TITLE</u>	<u>DELIVERABLE</u>
• 605-C000-01	TITLE SHEET & DRAWING INDEX	DRAWING
• 605-C105-01	LINES PLAN	DRAWING
• 605-C105-02	TABLE OF OFFSETS	REPORT
• 605-C115-01	WEIGHT ESTIMATE	REPORT
• 605-C115-02	CRANE WEIGHT ESTIMATE	REPORT
• 605-C125-02	HYDROSTATIC PROPERTIES	REPORT
• 605-C130-01	TANK CAPACITY TABLES	BOOKLET
• 605-C140-01	FREEBOARD	CALCULATION
• 605-C150-01	DAMAGED STABILITY	REPORT
• 605-C155-01	INTACT STABILITY	REPORT
• 605-C155-02	TRIM & STABILITY	BOOKLET
• 605-C160-01	LOAD HANDLING STABILITY	REPORT
• 605-C160-02	SAFE WORKING LOAD CHARTS	REPORT

• 605-C170-01	DRYDOCKING PLAN	DRAWING
• 605-C180-01	NOISE AND VIBRATION CONTROL	REPORT
• 605-C185-01	INCLINING EXPERIMENT	REPORT
• 605-C205-01	PROFILES	DRAWING
• 605-C215-01	GENERAL ARRANGEMENT	DRAWING
• 605-C245-01	MACHINERY ARRANGEMENT	DRAWING
• 605-C306-01	STANDARD STRUCTURAL DETAILS	BOOKLET
• 605-C307-01	SHELL STRUCTURE	DRAWING
• 605-C308-01	DECK STRUCTURE	DRAWING
• 605-C309-01	TRANSVERSE STRUCTURE	DRAWING
• 605-C311-01	LONGITUDINAL STRUCTURE	DRAWING
• 605-C315-01	DECKHOUSE STRUCTURE	DRAWING
• 605-C317-01	MASTS & SERVICE STRUCTURES	DRAWING
• 605-C320-01	TANK STRUCTURE	DRAWING
• 605-C325-01	SEA CHEST STRUCTURE	DRAWING
• 605-C330-01	FOUNDATION STRUCTURE	DRAWING
• 605-C399-01	STRUCTURAL CALCULATIONS	DRAWING
• 605-C405-01	COATING SYSTEM	BOOKLET
• 605-C415-01	DOORS, WINDOWS, HATCHES & MANHOLES	DRAWING
• 605-C420-01	DECK FITTINGS	DRAWING
• 605-C425-01	WALKWAYS, RAILINGS & GRATINGS	DRAWING
• 605-C427-01	VERTICAL AND INCLINED LADDERS	DRAWING
• 605-C430-01	DECK COVERINGS	DRAWING
• 605-C435-01	INSULATION, WALL COVERINGS	DRAWING
• 605-C445-01	LIFESAVING AND SAFETY EQUIPMENT	DRAWING
• 605-C460-01	HULL MARKINGS	DRAWING
• 605-C550-01	SPUDS	DRAWING
• 605-C552-01	SPUDWELLS	DRAWING
• 605-C554-01	SPUD HANDLING SYSTEM	DRAWING
• 605-C630-01	FUEL OIL SYSTEM	DRAWING
• 605-C637-01	LUBE OIL AND WASTE OIL SYSTEM	DRAWING
• 605-C645-01	RAW WATER/FIREMAIN SYSTEM	DRAWING
• 605-C660-01	BILGE & BALLAST SYSTEM	DRAWING
• 605-C665-01	POTABLE WATER SYSTEM	DRAWING
• 605-C667-01	SANITARY & SEWAGE SYSTEM	DRAWING
• 605-C670-01	VENTS, SOUNDS & OVERFLOWS	DRAWING
• 605-C672-01	DRAINAGE SYSTEM	DRAWING
• 605-C677-01	FIRE DETECTION AND EXTINGUISHING SYSTEM	DRAWING
• 605-C685-01	HVAC SYSTEM	DRAWING
• 605-C690-01	COMPRESSED AIR SYSTEM	DRAWING
• 605-C692-02	ALARM, CONTROL & MONITORING SYSTEMS	DRAWING
• 605-C710-01	ELECTRICAL LOAD ANALYSIS	DRAWING
• 605-C715-01	FAULT CURRENT ANALYSIS	DRAWING
• 605-C720-01	ONE LINE DIAGRAM (AC)	DRAWING

The intent is for offerors to refine the Governments RFP contract drawings based on their proposal preliminary engineering and specific selections of equipment, options and other features. The ~~AutoCAD 2000~~CAD files of the drawings, are posted as zip files on the Philadelphia District electronic bid sets web site <https://ebs.nap.usace.army.mil> and are accessible for downloading from issue date to due date of the RFP.

G4. Preliminary Calculations

It is anticipated that the offeror will perform some initial engineering and calculations in developing their price proposal. One likely example would be basic scantling calculations to check preliminary strength and stability of the vessel.

The offeror may furnish any background information pertaining to the Maneuver Barges that may further identify specifics of the vessel that will be provided. The Government in its determination of best value will use such information, where more technical definition generally equates to less risk.

H. PRICE EVALUATION CRITERIA

The Price Evaluation Criteria for Award is "Price Reasonableness." The competitiveness of the Offeror's Price Proposal, (page B-1) will be evaluated taking into consideration the most probable price of doing business with the Offeror, based on the merits of "Past Performance and Experience," "Product" and "Management."

Price Realism will be evaluated to preclude financially front loading the contract and to assure that a mathematical imbalance between the price of the three phases does not exist. An award will not be made to an Offeror with an unbalanced offer.

I. REQUIRED PRICE SUBMITTALS

II. Price Proposal

A price for the work outlined in this RFP for the two phases and for the entire job shall be provided with the Proposal by filling in page B-1 of this Solicitation. Note that page B-1 must be returned with the Proposal in separate, or be separable from the rest of the Proposal.