

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	9
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE 14-Mar-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-2339-3168		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACA67	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACA67-03-R-0206	
				X	9B. DATED (SEE ITEM 11) 07-Feb-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 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 _____ 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. 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.) Contract No. DACA67-03-R-0206 Amendment No. R0001 Title: FIRE ALARM INSPECTION, TESTING AND MAINTENANCE FORT LEWIS, WASHINGTON SEE CONTINUATION SHEET						
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)		14-Mar-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this Amendment No. R0006, to RFP/Solicitation No. DACA67-03-R-0206, entitled "Fire Alarm System Inspection, Testing and Maintenance at Fort Lewis, Washington," is to add Security Contract Language for Corps of Engineers' Unclassified Contracts. Further clarification is provided to a question asked by one of the attendees of the preproposal site-visit with the answer published in Amendment R0004.

1) **Security Contract Language for Corps of Engineers' Unclassified Contracts hereby added and incorporated into Section H** of the RFP/Solicitation as an enclosure. The revised Section H is replaced in its entirety.

2) Further clarification is provided to the following question which was asked by one of the attendees of the preproposal site-visit with the answer being published in Amendment R0004. The revised Minutes of the Site Visit/Clarification/Answers to site visit attendee's questions is replaced in its entirety.

Q: Is sensitivity testing to be performed on each device?

A: Yes, regardless of if the device is addressable and generates its own test data, sensitivity testing will be performed on each device.

Additional clarification is as follows: Pursuant to the Statement of Work -Section C, Subparagraph 1.1.1 Compliance with Rules Regulations and Statutes All contractor employees shall observe and comply with all applicable local (includes Fort Lewis Directives), state and federal rules, regulations and statutes.

3) NOTICE TO OFFEROR: Offeror must acknowledge receipt of this Amendment by number and date, on the Standard Form 33 in block 14, or by telegram.

4) The time and date that the Proposals are due for this Solicitation is not effected by this Amendment and remains unchanged at NLT 3:00 p.m. local time on 20 March 2003.

Enclosures:

1) Revised Section H, including the enclosure entitled: "Security Contract Language for Corps of Engineers' Unclassified Contracts."

2) Revised Minutes of the Site Visit/Clarification/Answers to site visit attendee's questions: With additional clarification added to one of the questions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. **PERIOD OF SERVICE.** This contract provides for a base period that begins at award, with performance to commence upon award and continue through the end of a twelve (12) month period.

This contract includes four option years with performance periods as follows:

(a) Option Year 1: Commencing on the thirteenth (13th) month and continuing through the end of the twenty-fourth (24th) month.

(b) Option Year 2: Commencing on the twenty-fifth (25th) month and continuing through the end of the thirty-sixth (36th) month.

(c) Option Year 3: Commencing on the thirty-seventh (37th) month and continuing through the end of the forty-eighth (48th) month.

(d) Option Year 4: Commencing on the forty-ninth (49th) month and continuing through the end of the sixtieth (60th) month.

2. CONTRACT PRICES -- FIXED ITEMS IN BID SCHEDULE.

The Government's payment for the Fixed Items listed in the Bid Schedule, which will be paid monthly, shall constitute full compensation to the Contractor for (1) Furnishing all management, tools, supplies equipment and labor; and (2) Performing all operations required to complete the work in conformity with the Statement of Work (SOW). The Contractor shall include in the prices for the Fixed Items listed in the Schedule all costs for work in the Statement of Work (SOW), whether or not specifically listed in the Schedule.

3. ORDERING REQUIREMENTS ITEMS.

a. Any supplies and services to be furnished under this contract for the Requirements Items in Bid Schedule shall be ordered by issuance of Task Service Orders on DD Form 1155 by the individuals or activities designated in this contract. Such orders may be issued throughout the contract periods.

b. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in Bid schedule, up to and including the quantity designated in the Bid Schedule as the "Minimum" amount.

c. Except for any limitations on quantities in the Schedule, there is no limit on the number or orders that may be issued.

4. **TASK ORDER LIMITATIONS.** See Bid Schedule, for Task Service Order limitations.

5. **NOT USED**

6. **NOT USED**

7. CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT. (242.204-7003) (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

8. **RELEASE OF INFORMATION.** The Contractor shall not make news releases or otherwise provide information relative to the performance of this contract or information relative to any incident occurring on Fort Lewis, Washington, without prior approval of the Contracting Officer.

9. CONTRACTING OFFICER'S AUTHORITY.

a. The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor or the Contractor's employee effects any such change at the direction of any person other than the CO, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

b. If the Contractor or the Contractor's employee believes technical direction given involves a change in contractual requirements, he/she shall immediately notify the CO. Such redirection or modification of contract terms will be accomplished by the issuance of change orders or supplemental agreements signed by the CO.

10. SUCCESSOR CONTRACTING OFFICERS. (52.0201-4001) The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

11. RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR, AND CONTRACTOR PERSONNEL.

a. The Government and the Contractor understand and agree that the services to be delivered under this contract are non-personal services and that no employer-employee relationship exists or will exist under the contract between the Government and the contractor or between the Government and the Contractor's personnel. Further, the Contractor is not the Government's agent.

b. The Government will not exercise any supervision or control over contractor personnel performing services under this contract. Contractor personnel shall not become an integrated part of the Government organization in connection with performance under this contract.

c. The services to be performed under this contract do not required the Contractor or his/her employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

d. Contractor personnel shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

12. OPTION TO EXTEND THE TERM OF THE CONTRACT. (52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days before completion of the contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

13. SHORT-TERM OPTION.

a. The contract term may be extended, at the Government's option, for a period of up to six (6) months, in increments of not less than one (1) month. If the contract contains an unexercised option, this short-term extension(s), shall be subtracted from the total duration of the immediately succeeding option period that may follow

as a result of exercise of the clause 52.217-9 "Option to Extend the Term of the Contract" and the annual option period shall not exceed a 12-month duration.

b. This option may be exercised by the Government by unilateral modification at least seven (7) calendar days prior to expiration of the contract period, as such period may have been extended; provided that the Contracting Officer shall have given notice of the Government's intention to exercise the option at least 15 calendar days before this contract is to expire. If the Government exercises this option, the contract as renewed shall be deemed to include this option provision.

c. For wage rates, the rates shall be the rates and fringe benefits that are applicable to the appropriate contract period (i.e., the wage determinations are in effect for 12 months, and then shall be updated to reflect current wage determinations.

14. INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (FAR 52.228-5) (JAN 1997)

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the contract.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as laws of the State in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

d. Insurance Liability Schedule (FAR 28.307? 2)

(1) Workers compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(A) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(B) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing work under the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing work under the contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required. The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

15. PERMITS AND LICENSES. Unless otherwise specified in this contract, the Contractor shall obtain any necessary licenses and permits, give all notices, and comply with any applicable Federal, State, County or municipal laws, codes and regulations in connection with this contract.

16. POSTAWARD CONFERENCE. (52.242-7000) (DEC 1991) The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

17. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS. Any proposed

(a) key personnel, (b) minimum qualifications for incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions.

18. YEAR 2000 WARRANTY: In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task orders issued under this contract, all information technology contained therein shall be Year 2000 compliant. Specifically:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the (insert the name and address of the Division/ District) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the (insert the name and address of the Division/ District) Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the (insert the name and address of the Division/ District) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

END OF SECTION H

24 February 2003

Meeting Minutes

Subject: Preproposal Site Visit
Contract: Fire Alarm Testing, Inspection, and Maintenance
Location: Fort Lewis, Washington
Contract No: DACA67-03-R-0206

We had our Pre Award Meeting on February 21, 2003 at building 2012 in room 219 where we reviewed the Statement of work and were asked a few questions that will be noted below. The Present potential bidders were informed that if they had any questions, they were to put them in writing and to forward them to Army Corps of Engineers, Contract Specialist Kevin T. Mulvihill. I also informed them the reason to submit there questions in writing was so that everyone would have the same information. The Quality Assurance Evaluator (Dan Frey) And I commenced our On site visit to give potential bidders a good idea, and representative of what kind of systems we have, to include a good variety of buildings that are to be Serviced on Fort Lewis, Washington.

Answers are given below to the questions that were asked by the attendees of the site visit noted above.

Q: Is the Contractor responsible for testing HALON or AFFF systems in conjunction with Fire Alarm Control Panels (FACP)?

A: No, the only test to be performed on these systems is the link between them and The FACP. For example, testing the wiring interconnect to make sure simulated activation of the HALON or AFFF Systems triggers the FACP.

Q: Is sensitivity testing to be performed on each device?

A: Yes, regardless of if the device is addressable and generates it's own test data, sensitivity testing will be performed on each device.

Additional Clarification is as follows: Pursuant to the Statement of Work -Section C, Subparagraph 1.1.1 Compliance with Rules Regulations and Statutes All contractor employees shall observe and comply with all applicable local (includes Fort Lewis Directives), state and federal rules, regulations and statutes.

Q: What is meant by cleaning each device?

A: Each device will be opened if designed to be opened, smoke chambers will be replaced, and units will be either vacuumed or blown out with canned air and reassembled.

Q: Will a vertical lift be provided to reach devices in hangers and motor pools?

A: No, the Contractor is responsible for providing a vertical lift.

Q: Is the Contractor responsible for repairing the kingfisher transmitters?

A: No, several transmitters are available through the Public Works Fire Alarm Shop, The Contractor can coordinate with the Fire Alarm Shop for transmitter replacement By either the contractor or the Fire Alarm Shop.

Q: Will the Government schedule the buildings to be tested with the building occupants?

A: No, the Contractor will be responsible for scheduling testing with the building occupant as well as ensuring no interference with occupants day to day routine takes place.

Q: Will the Government assist in access issues?

A: If the issue is keys for buildings, we will assist in getting the keys needed. If the issue is due to security considerations we will also assist in access.

Q: In buildings with suppression systems, what are the procedures?

A: The Public Works Sprinkler Shop will be notified at least 48 hrs in advance so the System can be secured. Once work is completed the suppression system will be restored By the Public Works Sprinkler Shop.

Q: What type of drawings will the contractor be required to provide for each building?

A: A sample drawing will be sent upon request to the Contractor.