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|--|---|--|---|-------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 7 |
| 2. AMENDMENT/MODIFICATION NO. 0002 | 3. EFFECTIVE DATE 09-Aug-2024 | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO.(If applicable) |
| 6. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751 | CODE W912WJ | 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. W912WJ24Q0170 | |
| | | X | 9B. DATED (SEE ITEM 11) 30-Jul-2024 | |
| | | | 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) | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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.) Amendment is necessary to respond to a question from industry, to update the bid schedule, and update the Performance Work Statement. Question/Response #3 is applicable to this amendment. Closing is extended until August 16, 2024 at 2:00PM Eastern. All other terms and conditions remain 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 | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED | |
| _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | 09-Aug-2024 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

REQUEST FOR INFORMATION

Question 1: Is a site visit required? If so, how do you schedule it?

Response 1: Site visits are recommended, but not required. Please refer to the Performance Work Statement A. General 3. Site Visit.

Question 2: Do you have a budget for this contract?

Response 2: Magnitude of work is not provided for service contracts.

Question 3: Are Contractors required to provide firm fixed prices for all items in the bid schedule?

Response 3: Yes, all pricing shall be firm fixed pricing in accordance with the revised bid schedule. Any quotes that do not include firm fixed pricing or are not in compliance with the bid schedule will be deemed non-responsive and not be considered by the Government.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 12-Aug-2024 02:00 PM to 16-Aug-2024 02:00 PM.

The following have been modified:

BID SCHEDULE

**GYM EQUIPMENT MAINTENANCE AND REPAIR
U.S. ARMY CORPS OF ENGINEERS
CONCORD, MA**

Performance Work Statement

REVISED

Bid Schedule

Bid Schedule – Base Year

| TASK / ITEM NUMBER | UNIT | QTY | UNIT PRICE | TOTAL |
|---|------|-----|------------|----------------|
| 1. Scheduled Inspection & Maintenance | EA | 4 | | |
| 2. Un-Scheduled Inspection & Maintenance | EA | 3 | | |
| 3. Repair Parts & Supplies % Mark Up (include % mark-up under unit price) | EA | 3 | | NTE \$3,100 |
| 4. Scheduled Labor for Repairs | EA | 15 | | |
| | | | Total | |

Bid Schedule – Option Year One

| TASK / ITEM NUMBER | UNIT | QTY | UNIT PRICE | TOTAL |
|---|------|-----|------------|----------------|
| 5. Scheduled Inspection & Maintenance | EA | 4 | | |
| 6. Un-Scheduled Inspection & Maintenance | EA | 3 | | |
| 7. Repair Parts & Supplies % Mark Up (include % mark-up under unit price) | EA | 3 | | NTE \$3,200 |
| 8. Scheduled Labor for Repairs | EA | 15 | | |
| <u>Total</u> | | | | |

Bid Schedule – Option Year Two

| TASK / ITEM NUMBER | UNIT | QTY | UNIT PRICE | TOTAL |
|--|------|-----|------------|----------------|
| 9. Scheduled Inspection & Maintenance | EA | 4 | | |
| 10. Un-Scheduled Inspection & Maintenance | EA | 3 | | |
| 11. Repair Parts & Supplies % Mark Up (include % mark-up under unit price) | EA | 3 | | NTE \$3,200 |
| 12. Scheduled Labor for Repairs | EA | 15 | | |
| <u>Total</u> | | | | |

Total - \$

PERFORMANCE WORK STATEMENT

**Gym Equipment Maintenance & Repair
Performance Work Statement**

REVISED

A. GENERAL

- Scope** – The contractor must furnish all labor, materials, and equipment necessary to provide preventative maintenance service to all strength and cardio equipment located in the Concord Park Fitness Center located at 696 Virginia Rd, Concord, Massachusetts. The scope includes inspection of parts for wear and misalignment, maintenance cleaning/lubricating, and replacement of worn or damage parts to maintain the operational status of the equipment. All repairs shall be made onsite. Services are to be provided in accordance with the following scope of work and schedule. Contractor is responsible for, but not be limited to, all job planning, scheduling, administration, inspection, personnel, equipment, vehicles, materials, supplies, supervision, and quality control necessary to perform the various services required herein.
- Location** – U.S. Army Corps of Engineers Headquarters Office, 696 Virginia Road, Concord, Massachusetts 01742.
- Site Visit** – Contact the Technical Point Sheila Harvey (978-318-8504, Sheila.Harvey@usace.army.mil) to arrange a site visit.
- Schedule** – The period of performance shall be from 1 October 2024 to 30 September 2025. In addition, the Government may exercise two (2) optional years with the same scope of services. Option year one (1) would include a period of performance from 1 October 2025 through 30 September 2026. Option year two (2) would include a period of performance from 1 October 2026 through 30 September 2027.

The following table identifies the task number, description, and frequency.

| Item # | Description | Quantity | Frequency |
|--------|---------------------------------------|----------|-----------|
| 1 | Schedule Inspection & Maintenance | 4 | Quarterly |
| 2 | Un-Scheduled Inspection & Maintenance | 3 | As needed |
| 3 | Repair Parts & Supplies | 3 | As needed |
| 4 | Scheduled Labor for Repairs | 15 | As needed |

5. **Workday** – The normal business hours are Monday through Friday 7:00 am to 3:00 pm. Inspection and Maintenance Service will not be permitted before 7:00 am or after 3:00 pm, unless approved in advance by the Technical Point of Contact. No Inspection and Maintenance Service will be done on Saturdays, Sundays, and holidays unless approved in advance by the Technical Point of Contact.

6. **Other Contracts** – The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor, or by Government employees.

7. **Safety Requirements** – The contractor shall comply with all pertinent provisions of the most current version of the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1), copies of which are available at the Project Office, or available at the following web site:
<https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20EFFECTIVE%2015%20March%202024.pdf>

In addition, the contractor will comply with the OSHA work safety standards.

8. **Security** – The contractor will comply with all established security policies at Concord Park. Due to periods of heightened security that may affect the access to the areas covered under this contract, there may be periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24-hour notice of any such closure.

9. **Damage to Government Property** – The Contractor shall use reasonable care to avoid damaging existing buildings and equipment on the Government installation. If the Contractor's failure to use reasonable care causes damage to any government property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

10. **Payment** – The contractor will furnish the Technical Point of Contact with a quarterly invoice, stating the contract number, service performed by line item in the contract, and the amount to be paid. Payment shall be made for the actual services performed at the applicable contract unit price.

Invoices shall be mailed to:

US Army Corps of Engineers
c/o Sheila Harvey
696 Virginia Rd.
Concord, MA 01742

Or emailed to: Sheila.Harvey@usace.army.mil

B. TECHNICAL

LOCATIONS

1. Schedule Inspection and Maintenance

Upon contract award, the Contractor shall schedule quarterly inspections for a period of twelve months (a total of four visits). The Contractor shall inspect and perform preventative maintenance service to all strength and cardio equipment located in the Fitness Center. All activities will be performed on-site and will not require the removal of any equipment. The equipment located at Concord Park includes the following:

- 3 Treadmills (Life Fitness-Classic CLST, Life Fitness 9500HR, True CS500)
- 3 Ellipticals (Life Fitness-Classic CLSX, Precor EFX 544, Precor EFX 576i)
- 1 Stair Steppers (Life Fitness SC9500 HR)
- 2 Cycling Bikes (Schwinn)
- 1 Seated-Recumbent Bike (Life Fitness-CLSR)
- 1 Dual Pulley Cable Machine (Life Fitness-FIT FSDAP)
- 1 Fly/Delt Machine (Life Fitness-FIT FSFLY)

- 1 Bicep/Tricep (Life Fitness-FIT-FSBT)
- 1 Multi Station Universal Machine (Life Fitness-FIT 3)
- 1 Hip Abductor/Adductor (Life Fitness)
- 1 Smith Machine (Paramount PSW7700)
- 7 Benches (Life Fitness & Hammer Strength)
- 1 Preacher Seat (Body-Solid)
- 1 Row Machine (Concept II)

After each site visit the contractor will provide a summary of the work completed and any deficiencies that were noted during the inspection/maintenance service to the Technical Point of Contact at the time the work is completed. If replacement parts are required, the contractor will provide a written quote to the Technical Point of Contact. No parts or materials may be ordered without written approval from the Technical Point of Contact and a signed modification by the Contracting Officer if required.

2. Un-Scheduled Inspection and Maintenance

In the event that a piece of equipment needs maintenance or repair prior to the date of the next scheduled inspection and maintenance activity, the contractor shall perform an Un-Scheduled Inspection and Maintenance activity. The Technical Point of Contact will notify the Contractor of the need for any Un-Scheduled Inspection and Maintenance. The Contractor will provide the requested service no later than one week after the notification. All activities will be performed on-site and will not require the removal of any equipment. The equipment included in this task is listed in the previous section.

After each site visit the contractor will provide a summary of the work completed and any deficiencies that were noted during the inspection/maintenance service to the Technical Point of Contact at the time the work is completed. If replacement parts are required, the contractor will provide a written quote to the Technical Point of Contact. No parts or materials may be ordered without written approval from the Technical Point of Contact and a signed modification by the Contracting Officer if required.

It should be assumed that this task will be required no more than three (3) times and that each occurrence will not include more than two (2) pieces of equipment.

3. Repair Parts and Supplies

It is understood that repair parts and supplies will be required to maintain the operational status of the equipment. For any worn or damaged parts in need of replacement, the

contractor will supply the Technical Point of Contact with a quote of repair parts and supplies, to include an estimated installation fee. The quote will include an itemized list of each repair part with individual prices and the associated inspection report. The quote must also include any associated mark up. All parts and materials used will be new and conform to the original equipment manufacturer specifications. The Technical Point of Contact will provide written approval prior to the purchase and installation of a new parts or supplies not included in the routine maintenance activities. It should be assumed that this task will be required no more than three (3) times per each 12-month contract period. **Repair parts price shall not exceed \$3,100 in the Base Year, \$3,200 in Option Year One, and \$3,300 in Option Year Two.**

4. Scheduled Labor for Repairs

Per yearly basis, the government estimates that no more than 15 hours will be needed for all necessary installation of replacement parts. The estimated installation fees will be included on the itemized quote. This will only come into effect when work is being done outside the routine maintenance activities (i.e. replacement of a treadmill belt.)

(End of Summary of Changes)