

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE _____ OF _____ PAGES

2. AMENDMENT/MODIFICATION NO. _____ 3. EFFECTIVE DATE _____ 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. *(If applicable)* _____

6. ISSUED BY _____ CODE _____ 7. ADMINISTERED BY *(If other than Item 6)* _____ CODE _____

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* _____ (X) 9A. AMENDMENT OF SOLICIATION NO. _____
 9B. DATED *(SEE ITEM 11)* _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. _____
 10B. DATED *(SEE ITEM 11)* _____
 CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* _____

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>	<i>(Signature of Contracting Officer)</i>

Item 14. Continued.

CHANGES TO BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

1. Bidding Schedule.- Replace the Bidding Schedule, with the accompanying new Bidding Schedule, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-02-R-0010."
2. Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-02-R-0010:"

SECTION 00120 PROPOSAL SUBMISSION REQUIREMENTS
SECTION 00150 EVALUATION FACTORS FOR AWARD

CHANGES TO THE SPECIFICATIONS

3. Replacement Section - Replace the following section with the accompanying new section of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-02-R-0010:"

SECTION 01770 CONTRACT CLOSEOUT

END OF AMENDMENT

Joint Advanced Language Training Center
Lackland AFB, Texas

Solicitation No. DACA63-02-R-0010

BIDDING SCHEDULE
(To be attached to SF 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Estimated Amount
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BASE BID: All work required by the plans and specifications for the construction of the Joint Advanced Language Training Center excluding all Options.

0001 All work to construct the Building, complete (including all utilities to the 1542mm (5 foot)line of the building and exclusive of the work listed separately and bid options)

Job Sum *** \$_____

0002 All Exterior Work outside the building's 1542mm (5 foot) line (including all utilities, grading, paving, sidewalk, curb and gutter, turfing and all other work not listed separately

Job Sum *** \$_____

0003 460mm (18-In) Drilled Piers 1120 LM \$_____ \$_____

0004 460mm (18-In) Drilled Pier Casing 373 LM \$_____ \$_____

0005 Final Record Drawings Job Sum *** \$ 43,250.00

TOTAL BASE BID \$_____

0006 The monetary value for warranty work is established at 1 percent of the amount awarded for construction. See the Contract Specifications Section 01770 CONTRACT CLOSEOUT, paragraph "Contractor's Response to Construction Warranty Service Requirements."

0007 OPTION NO. 1: All work required by the plans and specifications to provide and install telecommunications and data cable (in conduit and other infrastructure provided in the base bid).

TOTAL OPTION NO. 1 \$_____

BIDDING SCHEDULE (cont)

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Estimated Amount
0008	OPTION NO. 2: All work required by the plans and specifications to install enhanced landscaping and the irrigation required to support the additional landscaping.				
					TOTAL OPTION NO. 2 \$_____
					TOTAL BASE BID PLUS OPTION 1 AND 2 \$_____

BIDDING SCHEDULE (cont)

NOTES:

1. ARITHMETIC DISCREPANCIES (EFARS 14.407-2)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

- (1) Obviously misplaced decimal points will be corrected;
- (2) In case of discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected; and
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the lump sum prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. If a modification to a bid based on lump sum prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. Bidders must bid on all items.

4. Costs attributable to Division 01 - General Requirements are assumed to be prorated among bid items listed.

5. Responders are advised that this project may be delayed, cancelled or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Forces.

BIDDING SCHEDULE (cont)

NOTES: (cont)

6. EXERCISE OF OPTIONS (SWDR 715-1-1 (16 January 1996))

The Government reserves the right to exercise the option(s) by written notice to the Contractor either singularly or in any combination for up to 90 calendar days after award of the Base Bid without an increase in the Offeror's Bid Price. Completion of added items shall continue at the same schedule as the Base Bid unless otherwise noted in Section 01000 [AM#0001] CONSTRUCTION SCHEDULE, paragraph 1 entitled SCHEDULE.

7. DELETED [AM#0001]

8. DELETED [AM#0001]

9. Any proposal that is materially unbalanced as to prices for the Base Schedule may be rejected. An unbalanced proposal is one that is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work and can also exist where only overpricing or underpricing exists.

10. ABBREVIATIONS

For the purpose of this solicitation, the units of measure are represented as follows:

- a. VLM (vertical linear meters)
- b. In (Inch)
- c. mm (millimeter)

END OF BID SCHEDULE

**SECTION 00120
PROPOSAL SUBMISSION REQUIREMENTS**

1.0 **PROPOSAL.** Offerors shall strictly adhere to the requirements as set forth in this section when preparing the proposal to be submitted in response to this request for proposal (RFP).

2.0 **PROPOSAL FORMAT.**

2.1 Proposal shall be submitted in **Original plus (2) copies of the following:**

- Solicitation, Offer, and Award (SF 1442)
- Bidding Schedule (Section 00010)
- Bid Bond (Section 0500, SF 24)
- Representations and Certifications (Section 0600)
- List of the clients offeror has requested to submit a Contractor Performance Report
- AM#1 --- Subcontracting Plan (applies to Large Businesses only). All large businesses shall submit a subcontracting plan with their proposal. The plan shall be prepared in accordance with FAR 52.219-9. Failure to submit an acceptable subcontracting plan may make an offeror ineligible for award of the contract. The submission of the subcontracting plan is in no way advantageous to large businesses over any small business in the evaluation process. A sample subcontracting plan and scoring checklist are included in this amendment. See Section 00100, paragraph entitled "Subcontracting Plan Floors" for additional information on the Fort Worth District subcontracting floors.**
- Offerors shall submit a SDB Utilization Plan, to include the following information:
 - Identification of each SDB concern proposed and the work each is to perform.
 - Targets expressed in dollars and percentages representing each SDB concern's participation of the total contract value.
 - Total target value of all SDB participation, expressed in dollars and percentages of the total contract value.

The offeror is put on notice that any targets represented in a submitted proposal will be incorporated into and become a part of any resulting contract.

NOTE: All proposed SDB concerns must be certified by the Small Business Administration and listed in the online database PRO-Net. SDB concerns may register in PRO-Net on the Internet at the following address: <http://pronet.sba.gov>.

2.1.1 The envelope shall be clearly marked "**RFP No. DACA63-02-R-0010.**"

3.0 CONTRACTOR PERFORMANCE REPORT INFORMATION, EXPERIENCE AND PREAWARD INFORMATION.

3.1 **Contractor Performance Reports:** Offeror shall provide information pertaining to no less than three (3) or no more than five (5) active/completed (within the last 5 years) Federal, State and local Government, and/or private contracts performed by the Offeror that are **similar in nature to the requirements in the RFP currently being evaluated.** No more than one

contractor performance report form per project will be evaluated. Offerors shall provide the survey forms at the end of this section (4 pages) directly to the clients the offeror desires to use as references. To be considered, the contractor performance report forms must be **completed by the client** and **mailed or faxed by the client** directly to the Contract Specialist, Lisa Yale, fax 817/886-6407 to arrive by 4:00 p.m. Central Time on the date established for receipt of proposal. Contractor Performance Reports submitted directly by the offeror will **not** be considered.

3.1.1 The offeror is to submit with his offer, the name, phone number, fax number, and e-mail address of each individual/client the offeror has requested to complete a Contractor Performance Report.

3.2 **Experience:** Construction Contract Appraisal Support System (CCASS) reports will be ran by the Government and made part of the past performance evaluation. Past performance evaluation will **not** be limited to CCASS reports, Dun & Bradstreet reports, or the Contractor Performance Reports.

FIRMS LACKING RELEVANT PAST PERFORMANCE HISTORY WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.

3.3 Preaward Survey Information.

Offerors shall submit all preaward survey information with their proposal.

NOTE: Offerors shall notify their bank/suppliers that the Corps of Engineers may contact them, and shall authorize the bank/suppliers to release the following information regarding the Offeror's account. If a written authorization is required by their bank, Offerors shall provide that authorization with their proposal.

- Name and telephone number of bank's point of contact
- Number of years business has been conducted with each bank
- Types of open accounts (checking, loans, etc.)
- Balance of current accounts (the banks will provide a "range of figures" for this information, such as, medium five-figures range)
- Means by which loans are secured and if paid as agreed
- Point of contact and telephone number of three (3) different suppliers
- Listing of current workload

3.4 Similar Experience with Another Firm.

If the Offeror's employees have the same or similar experience as is required by this solicitation, but that experience was obtained while working for a different firm than the

one with whom they are currently employed, Offeror may also submit that experience for the Government's review and evaluation. Past Performance Survey shall show the name of the current employee (Offeror), the name of the individual with the prior experience, and the name of the firm where the experience was obtained.

(END OF SECTION 00120)

ATTACHED at end of this section:

Client Authorization Letter (1 page)
Contractor Performance Report Form (4 pages)

SMALL BUSINESS SUBCONTRACTING PLAN

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION/CONTRACT NUMBER: _____

DESCRIPTION: _____

Our firm has established a policy to afford Small Business concerns, Small Disadvantaged Business concerns, Women-Owned Small Business concerns, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Historically Black Colleges and Universities/Minority Institutions, and HUBZone Small Business concerns, opportunities to participate in all contracts with the Department of Defense or any other entities both public and private. *In most instances HBCU/MI are not applicable to construction contracts, but will be included through out this plan with the intent to involve them whenever possible.* Hereinafter these concerns will be identified as “targeted business concerns” unless specifically identified. The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 99-661, Section 1207 and Public Law 100-180, Section 806.

1. The total estimated dollar value of all planned subcontracting (to all targeted business concerns) under this contract for the Base Bid and all Options is \$_____.

(a) **BASE BID ONLY:** The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and dollar amounts are applicable to the contract cited above or to the contract awarded under the solicitation cited.

(i) Small Business concerns (SB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are SB.

(ii) Small Disadvantaged Business concerns (SDB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are small concerns owned and controlled by socially and economically disadvantaged individuals and appear on the Small Business Administration’s Procurement and Marketing and Access Network (PRO-Net). (<http://pro-net.sba.gov>) This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(iii) Women-Owned Small Business concerns (WOSB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are WOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(iv) Veteran-Owned Small Business concerns (VOSB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are VOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(v) Service-Disabled Veteran-Owned Small Business concerns (SVOSB): ____% or \$____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are SVOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(vi) Historically Black Colleges and Universities/Minority Institutions (HBCU/MI): ____% or \$____ of total planned subcontracting dollars under this contract will go to HBCU's who are an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; or MI's who are an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)). This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(vii) HUBZone Small Business concerns: ____% or \$____ of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns located in a historically underutilized business zone which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation and appear on the Small Business Administration's Procurement and Marketing and Access Network (PRO-Net). (<http://pro-net.sba.gov>) This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

The following principal products and/or services will be subcontracted under the Base Bid of this contract, and the distribution among all targeted business concerns is as follows:

Subcontractor Name	Product/Service	SB	SDB	WOSB	VOSB	SVOSB	HBCU MI	HUB-Zone

[Attach additional sheets if necessary]

(b) **OPTION 1 ONLY:** (You must include a separate goal for each option) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and dollar amounts are applicable to the contract cited above or to the contract awarded under the solicitation cited.

(i) Small Business concerns (SB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are SB.

(ii) Small Disadvantaged Business concerns (SDB): _____% or \$_____ of total planned subcontracting dollars under this contract will awarded to subcontractors who are small concerns owned and controlled by socially and economically disadvantaged individuals and appear on the Small Business Administration's Procurement and Marketing and Access Network (PRO-Net). (<http://pro-net.sba.gov>) This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(iii) Women-Owned Small Business concerns (WOSB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are WOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(iv) Veteran-Owned Small Business concerns (VOSB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are VOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(v) Service-Disabled Veteran-Owned Small Business concerns (SVOSB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are SVOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(vi) Historically Black Colleges and Universities/Minority Institutions (HBCU/MI): _____% or \$_____ of total planned subcontracting dollars under this contract will go to HBCU's who are an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; or MI's who are an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)). This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(vii) HUBZone Small Business concerns: _____% or \$_____ of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns located in a historically underutilized business zone which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation and appear on the Small Business Administration's Procurement and Marketing and Access Network (PRO-Net). (<http://pro-net.sba.gov>) This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

The following principal products and/or services will be subcontracted under Option 1 of this contract, and the distribution among all targeted business concerns is as follows:

Subcontractor Name	Product/Service	SB	SDB	WOSB	VOSB	SVOSB	HBCU MI	HUB- Zone

[Attach additional sheets if necessary]

(c) **OPTION 2 ONLY:** (You must include a separate goal for each option) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and dollar amounts are applicable to the contract cited above or to the contract awarded under the solicitation cited.

(i) Small Business concerns (SB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are SB.

(ii) Small Disadvantaged Business concerns (SDB): _____% or \$_____ of total planned subcontracting dollars under this contract will awarded to subcontractors who are small concerns owned and controlled by socially and economically disadvantaged individuals and appear on the Small Business Administration’s Procurement and Marketing and Access Network (PRO-Net). (<http://pro-net.sba.gov>) This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(iii) Women-Owned Small Business concerns (WOSB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are WOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(iv) Veteran-Owned Small Business concerns (VOSB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are AVOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(v) Service-Disabled Veteran-Owned Small Business concerns (SVOSB): _____% or \$_____ of total planned subcontracting dollars under this contract will be awarded to subcontractors who are SVOSB. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(vi) Historically Black Colleges and Universities/Minority Institutions (HBCU/MI): _____% or \$_____ of total planned subcontracting dollars under this contract will go to HBCU's who are an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; or MI's who are an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)). This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(vii) HUBZone Small Business concerns: _____% or \$_____ of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns located in a historically underutilized business zone which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation and appear on the Small Business Administration's Procurement and Marketing and Access Network (PRO-Net). (<http://pro-net.sba.gov>) This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

The following principal products and/or services will be subcontracted under Option 1 of this contract, and the distribution among all targeted business concerns is as follows:

Subcontractor Name	Product/Service	SB	SDB	WOSB	VOSB	SVOSB	HBCU MI	HUB-Zone

[Attach additional sheets if necessary]

(d) The following method was used in developing subcontract goals (i.e., statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to the targeted business concerns were determined, and how each concern's capabilities were determined, to include identification of source lists utilized in making that determination).

(e) Indirect and overhead costs have have not been included in the goals specified in 1(a), 1(b), and 1(c).

(f) If “have” is checked, explain the method used in determining the proportionate share of indirect and overhead Cost to be allocated as subcontracts to each targeted business concern mentioned.

2. The following individual will administer the subcontracting program:

Name: _____
Title: _____
Telephone: _____
Fax: _____

This individual’s specific duties, as they relate to the firm’s subcontracting program are as follows:

General overall responsibility for this company’s Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

(a) Developing and maintaining bidders lists of targeted business firms from all possible sources.

(b) Ensuring that procurement packages are structured to permit targeted business concerns to participate to the maximum extent possible.

(c) Assuring inclusion of SB, SDB, WOSB, VOSB, SVOSB, HBCU/MI, and HUBZone SB in all solicitations for products or services, which they are capable of providing.

(d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit participation by any or all of the targeted business concerns.

(e) Ensuring periodic rotation of potential subcontractors on bidders' lists.

(f) Ensuring that the bid proposal review board documents its reasons for rejecting low bids submitted by any targeted business concern(s).

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

(h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

(i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Laws 99-661 and 100-180.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required.

(l) Coordinating contractor's activities during the conduct of compliance reviews by Federal Agencies.

(m) Coordinating the conduct of contractor's activities involving its small business subcontracting program.

(n) Additions to (or deletions from) the duties specified above are as follows:

3. The following efforts will be taken to assure that all targeted business concerns will have an equitable opportunity to compete for subcontracts:

(a) Outreach efforts will be made as follows:

(i) Contacts with minority and small business trade associations

(ii) Contacts with business development organizations

(iii) Attendance at small and minority business procurement conferences

(iv) Sources will be requested from SBA's PRO-Net system.

(b) The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) SB, SDB, WOSB, VOSB, SVOSB, HBCU/MI, and HUBZone SB source lists, guides and other data identifying these targeted business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

4. The contractor agrees that the clause entitled Utilization of Small, HUBZone Small, Small Disadvantaged, Veteran-Owned Small Business, and Women-Owned Small Business concerns will be included in all subcontracts, which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, SDB, WOSB, VOSB, SVOSB, HBCU/MI, and HUBZone SB contractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The contractor agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled Utilization of Small Business concerns, contained in the contract.

6. The contractor agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Lists, guides and other data identifying specific SB, SDB, WOSB, VOSB, SVOSB, HBCU/MI, and HUBZone SB firms/vendors and their capabilities.

(b) Organizations contacted for sources of firms representing the individual targeted business concerns.

(c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether SBs were solicited, and if not, why not; (2) whether SDBs were solicited, and if not, who not; (3) whether WOSBs were solicited, and if not, why not; (4) whether VOSBs were solicited and if not, why not; (5) whether HBCU/MI concerns were solicited and if not, why not; (6) whether HUBZone SBs were solicited and if not, why not; and (7) reasons for the failure of solicited targeted business concerns to receive the subcontract award.

(d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.

(e) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data to include name and address or subcontractor.

(g) Records to be maintained in addition to the above are as follows:

Signed: _____
Typed Name: _____
Title: _____
Date: _____

CONTRACT NUMBER: DACA63-02-C-00XX
CONTRACTOR: LARGE BUSINESS, INCORPORATED
 HOME TOWN, TEXAS

DATE SUBMITTED: 30 OCT 01
REPORTING PERIOD FROM INCEPTION
OF CONTRACT THRU:
 MAR 31 SEPT 30 YR 2002

SUBCONTRACT LISTING

NAME, CITY AND STATE	TELEPHONE/FAX NUMBER	POINT-OF-CONTACT	AMOUNT	AWARD DATE	SPECIALTY
BILLMAN ENTERPRISE HERE, TX	817/999-9999 817/999-9998	L. BILLMAN	\$ 482	1 FEB 01	GRADING
POWELL MECHANICAL THERE, TX	254/888-8888 254/888-	R. POWELL	,240	0 APR 01	PAVEMENT
WILSON INCORPORATED WHERE, TX	214/777 214/777	F. WILSON	\$220,000	7 01	CONCRETE

EXAMPLE

**APPENDIX CC
SUBCONTRACTING PLAN CHECKLIST**

POINT RANGE POINTS ASSIGNED

0-5

1. Policy statement or evidence of internal guidance to company buyers recognizing commitment to Pub.L. 99-661, Section 1207, and Pub.L. 100-180, Section 806.

0 No written policy statement in plan.

1-2 Plan includes a general policy, but no evidence of recognition of special emphasis being placed on subcontracting with SDBs, HBCUs and MIs as a result of Pub.L.s.

3-5 Definitive corporate and management commitment evidenced in individual plan and master plan by specifically referencing the Pub.L.s.

POINT RANGE POINTS ASSIGNED

0-10

2. Efforts to broaden SB and SDB active vendor base. (FAR 19.704(a), 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003)

0 Description of efforts merely parrots requirements of FAR to maintain listing of vendors.

1-2 Contains evidence that effort is directed at increasing subcontracts to SBs and SDBs for non-complex and general housekeeping supplies or services normally awarded to firms already in existing vendor base.

3-10 Addresses efforts to increase the number of SB and SDB sources awarded subcontracts, establishes plans to use competition restricted to SDBs and gives details about how plans to use competition restricted to SDBs will be accomplished. (DFARS 219.705-4 and Subpart 219.5)

NOTE: After scoring the plan to this point, if zero points have been assigned for Element 2, proceed to Item 3, Outreach. If one or more points have been assigned for this Element 2, proceed to evaluation of the subelements labeled "minus 2" and "minus 3" to determine if points assigned so far must be reduced. Do not reduce points already assigned to less than zero. (No negative points are to be entered under "Points Assigned" for any Element.) These negative scores are additive; if both of the subelements apply, then minus five points are assessed to reduce points already assigned under this element 2.

minus 2 Includes efforts described above which rate 1-2 or 3-10 points but, when it would be appropriate, does not address effort to involve HBCUs and MIs in performing the contract for which the subcontracting plan is submitted. (DFARS 219.704(a)(1) and 219.705-4(d))

minus 3 Includes efforts described above which rate 1-2 or 3-10 points but does not address effort to identify and overcome obstacles which may prohibit award to HBCU and MI sources currently in vendor base.

POINT RANGE

POINTS ASSIGNED

0-10

3. Outreach (ongoing and planned actions) (FAR 19.704(a), 19.705-4, 52.219-9(d) and 52.219-9(e), DFARS 219.705).

0 No mention of outreach.

1-4 Describes efforts to work with organizations in FAR 52.219-9(d)(11)(iv) to identify potential sources for items not traditionally awarded to SB or SDB firms. (FAR 52.219-9(d)(11)(iv) and 52.219-9(e))

5-10 Indicates intent to conduct reviews to determine the competence, ability, experience and capacity available in SB or SDB firms and to provide technical assistance to SBs and SDBs or explains why such reviews or technical assistance are not appropriate. (FAR 19.705-4(c) and 52.219-9(e))

NOTE: After scoring the plan to this point, if zero points have been assigned for Element 3, proceed to Item 4, Description of supplies and services. If one or more points have been assigned for this Element 3, proceed to evaluation of the subelement labeled "minus 3" to determine if points assigned so far must be reduced. Do not reduce points already assigned to less than zero. (No negative points are to be entered under "Points Assigned" for any Element.)

minus 3 Fails to indicate the extent to which HBCU and MI participation will be considered and facilitated in performing the contract for which the subcontracting plan is submitted, or fails to indicate other efforts to increase HBCU and MI participation in future DoD acquisitions. (DFARS 219.705-4(d))

POINT RANGE

POINTS ASSIGNED

0-10

4. Describes supplies and services to be subcontracted and planned for subcontracting to SBs, SDBs, HBCUs and MIs. (FAR 19.705-4(d), 52.219-9(d)(3), 52.219-9(e) and DFARS 219.705).

0 No mention.

1-4 Generic list of routine supplies and services included in materials listing for the specific contract.

5-7 Indicates intent to review major product/system components and key project elements of R&D, construction, service and spare parts contracts for subcontracting to SBs, SDBs, HBCUs and MIs. (FAR 19.705-4(d)(3) and (4), 52.219-9(e)(1) and (2) and DFARS 219.705)

8-10 Substantive plan actually targets specific SBs, SDBs, HCBUs and MIs for review to determine their competence, ability, experience and capacity and identifies specific components or major portions of the acquisition for consideration of SB, SDB, HBCU or MI competition. Also, indicates intent to work with large business subcontractors for major subsystems or key project elements to ensure "flowdown" of this philosophy. (FAR 19.705-4(d) and DFARS 219.705)

POINT RANGE

POINTS ASSIGNED

0-15

5. Describes specific efforts, based on results of efforts described in Elements No. 3 and No. 4 to ensure that SB, SDB, HBCU and MI concerns have equitable opportunity to participate in acquisitions. (FAR 19.704(a), 19.705-4, 52.219-9(d) and DFARS 219.705).

0 No mention.

1-4 Description of efforts merely parrots FAR 19.704(a)(3) and (6) and 52.219-9(d)(8).

5-8 Describes how the company intends to evaluate its own SB and SDB award performance and program effectiveness against the established goals, both company-wide and for the individual plan being negotiated. (FAR 19.704(a)(1) and (6) and 52.219-9(d)(11)(v))

9-12 Includes SBs, SDBs, HBCUs and MIs by name as members of original team for producing specific major components or subassemblies, providing a major service or performing a significant portion of the effort. (DFARS 219.705-2(d))

13-15 Describes special efforts to establish long-range relationships with SBs, SDBs, HBCUs and MIs, including leader-follower techniques, when appropriate. (FAR 19.705-4(d)(4) and DFARS 219.705-2(d))

POINT RANGE

POINTS ASSIGNED

0-40

6. Development of percentage goal is based on planned subcontracting which is challenging, yet realistic. (FAR 19.705-4(d), DFARS 219.704(a)(1) and 219.705-4).

0 Fails to include a specific goal for subcontracting with SBs, SDBs, HBCUs and MIs or proposes zero percent goal without substantive justification.

1-5 Sets small business goal of less than 10 percent and/or SDB/HBCU/MI goal of two percent or less with no significant justification.

6-10 Sets goals of less than 10 percent (SB) and 2 percent (SDB), but contractor shows evidence of reasonable effort, including use of set-asides, to involve SBs, SDBs, HBCUs or MIs in non-traditional areas.

11-20 Sets goals of over 10 percent (SB) and 2 percent (SDB) and also identifies specific SB, SDB, HBCU or MI concerns planned to be subcontractors, including the item or service or effort to be subcontracted. Indicates extent to which firms have participated in proposal preparation or otherwise indicates extent to which subcontracting to these firms may reasonably be assured. Goals are realistic in view of actions stated in other portions of the plan and make-or-buy plan, if applicable.

21-30 Same as for 11-20 points, but proposed percent of goal is reasonable in comparison with prior experience, yet indicates reasonable effort to improve on past experience in terms of dollars, number of SDBs, HBCUs, and MIs involved, and movement into area without previous SDB, HBCU or MI involvement.

31-40 Same as 21-30 points, but includes evidence that if SBs, universities or institutions other than HBCUs or MIs are performing on a major component or subassembly, providing a major service or performing on a key project element, SDBs, HBCUs and MIs will also be given an opportunity to perform. Also, the percentage of the SDB, HBCU, MI goal compares favorably with the percentage of SB goal,

consistent with the Government-wide goals of 20 percent to SB with five percent to SDB, or is otherwise explained, and the plan includes a forecast for improvement. (The SB and SDB goals in the subcontracting plan should approximate the ratio between the SB and SDB Government-wide goals.)

POINT RANGE

POINTS ASSIGNED

0-10

7. Past performance.

Extent to which the company has historically been successful in establishing realistic, yet challenging, goals and achieving them. Consider DCMC comments on prime contractor's justifications for prior failure to achieve goals. To avoid penalizing the contractor when there has been no previous defense contract, assign 10 points. (FAR 19.705-4(d)(1) and (d)(2)(iii), 19.706 and DFARS 219.706).

8. Other regulatory and statutory requirements. If any of the following are answered "NO," the plan is not acceptable and must be revised to comply prior to award:

Does the plan have--

A. A separate goal for SB and SDB? (FAR 19.704(a)(1) and FAR 52.219-9(d)(1) and (2))

YES NO

B. A separate goal for the basic contract and, if applicable, each option? (FAR 19.704(c))

YES NO

C. The name of the company employee responsible for administration of plan and employee's duties? (FAR 19.704(a)(2) and 52.219-9(d)(7))

YES NO

D. A statement affirming intent to comply with subcontracting "flowdown" provisions? (FAR 19.704(a)(4) and 52.219-9(d)(10))

YES NO

E. A statement affirming willingness to cooperate in studies and to provide reports? (FAR 19.704(a)(5) and 52.219-9(d)(10))

YES NO

F. A statement that indirect costs are either included or excluded from the proposed goals and, if included, how they will be prorated? (FAR 52.219-9(d)(6))

YES NO

G. A description of efforts to ensure that SBs and SDBs have an equitable opportunity to participate in the acquisition? (FAR 52.219-9(d)(8))

YES NO

H. A recitation of the types of records maintained to demonstrate procedures adopted to comply with the requirements and goal in the plan? (FAR 52.219-9(d)(11))

YES NO

U.S. Small Business Administration
Office of Government Contracting
January 2002

FACT SHEET

Subcontracting Assistance Program

Section 8(d) of the Small Business Act (15 USC 637(d)) requires that small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, veteran-owned small businesses, and service disabled veteran-owned small businesses have maximum practicable opportunity to participate as subcontractors on Federal contracts, to the extent that such opportunity is consistent with efficient contract performance. Under this statute, the U.S. Small Business Administration (SBA) is authorized to assist Federal agencies and businesses in complying with their statutory obligations and to evaluate the compliance of other-than-small businesses with their subcontracting plans.

The term "other-than-small" business refers to any entity that is not classified as a small business. This includes large businesses, state and local governments, non-profit organizations, public utilities, educational institutions, and foreign-owned firms that receive Federal contracts if any portion of the contract is to be performed in the United States.

SBA employs Commercial Market Representatives (CMRs) throughout the Nation to provide assistance to small businesses in obtaining subcontracts and to help other-than-small businesses meet their subcontracting goals. The CMRs perform reviews of other-than-small Federal contractors to identify opportunities for small business and to ensure that subcontracting plan requirements are met. The CMRs also counsel small businesses on how to market their products and services.

Assistance to Federal agencies in evaluating proposed subcontracting plans is provided by Procurement Center Representatives (PCRs), who are stationed at Federal buying activities throughout the country. PCRs advise Federal contracting officers whether the goals for small business, small disadvantaged business, HUBZone small business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business are adequate and realistic and whether the proposed plan contains all of the other elements required by the Federal Acquisition Regulations (FAR).

Subcontracting Requirements

Any other-than-small business that receives a Federal contract or subcontract over \$500,000 (over \$1,000,000 for construction of a public facility) must adopt a subcontracting plan with separate and distinct goals for small, small disadvantaged, small HUBZone, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses. The proposed subcontracting plan must be accepted and approved by the contracting officer before the contract can be awarded. Once approved, the subcontracting plan is incorporated into the resultant contract. This is significant because an other-than-small contractor that fails to make a good faith effort to achieve the goals in its subcontracting plan may be found in material breach of contract and terminated for default, or liquidated damages may be imposed.

The other-than-small contractor or subcontractor is required to submit periodic reports to the Government showing its achievements against the goals in each of its subcontracting plans, along with a summary report showing its aggregate subcontracting achievements on all Federal contracts. (See "Reporting Requirements for Other-Than-Small Businesses" on pages 4 and 5.)

Any company that receives a Federal contract over the simplified acquisition threshold must agree to provide maximum practicable opportunity to small, small disadvantaged, small HUBZone, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses consistent with the efficient performance of the contract. This requirement is sometimes referred to as the "best effort" clause. It applies to small businesses as well as to other-than-small businesses.

It is important to emphasize that small businesses are never required to adopt subcontracting plans for themselves or to submit such plans to the Government to obtain Federal contracts.

The Required Elements of a Subcontracting Plan

A subcontracting plan is required to contain eleven elements, and FAR 52.219-9(d) provides a detailed outline of these elements. They are: (1) separate percentage goals, expressed in terms of percentages of total planned subcontracting, for the use of small business, small disadvantaged business, small HUBZone business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business; (2) total dollars planned to be subcontracted to each group; (3) a description of the types of supplies and services to be subcontracted to each group; (4) a description of the method used to develop each of the goals; (5) a description of the method used to identify potential sources; (6) a statement as to whether or not indirect costs were included in the subcontracting goals; (7) the name of the subcontracting plan's administrator and a description of his or her duties; (8) a description of the efforts that the company will make to ensure that all small businesses will have an equitable opportunity to compete for subcontracts; (9) assurances that the company will "flow down" the subcontracting

requirements to its subcontractors (see page 3); (10) assurances that the company will cooperate in any studies or surveys and submit periodic reports to the Government, including the Standard Forms (SF) 294 and 295 (see pages 4 and 5); and (11) a recitation of the types of records the company will maintain to demonstrate its compliance with the plan.

The Flow-Down Process

The requirement for a subcontracting plan flows down to all other-than-small business subcontractors with subcontracts over \$500,000 (over \$1 million for construction of a public facility). According to the statute, an other-than-small prime contractor with a subcontracting plan must require all other-than-small subcontractors to adopt a plan similar to its own. The prime contractor is responsible for obtaining, approving, and monitoring the subcontracting plans of its other-than-small subcontractors.

A prime contractor's subcontractor is referred to as the first-tier subcontractor. If the first-tier subcontractor is an other-than-small business and it subcontracts to another other-than-small business, it must require that firm (the second-tier subcontractor) to adopt a subcontracting plan similar to its own. If the second-tier subcontractor subcontracts to yet another other-than-small business (the third-tier subcontractor), it would have to require that company to adopt a subcontracting plan as well. This process continues indefinitely, as long as the subcontractors are not small businesses and their subcontracts are over \$500,000 (over \$1 million for construction of a public facility).

Under the flow-down provision, other-than-small business subcontractors with subcontracting plans must submit SF 294 and SF 295 (explained on pages 4 and 5) just as the prime contractors do. However, the other-than-small subcontractor must submit the SF 294 to its prime contractor or immediate higher-tier subcontractor rather than to the Government. This is done for monitoring purposes, and continues in this manner for all tiers. The other-than-small subcontractor still submits the SF 295 to the Government in accordance with the instructions on the back of the form. This enables the Government to collect subcontracting statistics from all of the subcontracting tiers.

The flow-down process is intended to ensure that all small businesses receive "maximum practicable opportunity" to perform on Government contracts and subcontracts in accordance with Section 8(d), regardless of the subcontracting tier.

Commercial Products Plans

If an other-than-small business is selling a product or service to the Government which differs just slightly from what it is selling to the general public, it may be eligible for a Commercial Products Plan. Such a plan is company-wide or division-wide and relates to the company's production generally, for both commercial and noncommercial products or services, rather than solely to the Government contract. It must be approved by the first Federal agency awarding the company a contract requiring a subcontracting plan during the fiscal year. Once approved, the plan remains in effect during the company's fiscal year

and covers all of its commercial products or services. A Commercial Products Plan has several advantages over individual subcontracting plans. Paperwork and record keeping are vastly reduced, since there is only one plan for the entire company or division. Perhaps even more attractive is the fact that the company is required to submit one annual SF 295 to the Government; no SF 294s for individual contracts are required.

Master Subcontracting Plans

A Master Subcontracting Plan is a subcontracting plan which contains all of the elements required by the Federal Acquisition Regulations (see "The Six Elements of a Subcontracting Plan" on pages 1 and 2) except goals for small business, small disadvantaged business, HUBZone small business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business. Thereafter, as the company receives Government contracts requiring subcontracting plans; it simply develops specific goals for each plan. This process avoids redundant effort on the five other elements of a subcontracting plan, allowing more time and effort for the substantive task of developing goals.

As in the case of a Commercial Products Plan, a Master Plan must be approved by the first Federal agency awarding the company a contract requiring a subcontracting plan during the fiscal year. A Master Plan is effective for three years, however, when incorporated into an individual plan, a master plan applies to that contract throughout the life of the contract.

Specific Goal Requirements

Section 15(g) of the Small Business Act (15 USC 644(g)) requires the President to establish annual subcontract goals of not less than 5% of the total value of all subcontract awards each fiscal year for both small disadvantaged businesses and women-owned small businesses. There is no established percentage subcontract goal for small businesses; however, the achievements have ranged from 35% to 42%.

Prime contractors are required to submit a veteran-owned small business goal with a subcontracting plan. This goal is intended to include service disabled veteran-owned small business which has a goal of 3%.

Reporting Requirements for Other-Than-Small Businesses

1. Standard Form 294 (SF 294): Other-than-small business prime contractors must file a SF 294, "Subcontract Report for Individual Contracts," with their procuring agencies semi-annually during the performance of the contract and also upon each contract's completion. Other-than-small business subcontractors must file the SF 294 with the prime contractor or immediate higher-tier subcontractor rather than with

the Government. The SF 294 is not required if the company is operating under a Commercial Products Plan or participating in the Department of Defense Test Program for Negotiation of Comprehensive Subcontracting Plans.

2. Standard Form 295 (SF 295): Other-than-small business prime contractors and subcontractors must periodically file a SF 295, "Summary Subcontract Report," with their procuring agencies. If the procuring agency is a civilian agency, the SF 295 is required annually (by October 30th for the previous fiscal year ended September 30th); if the procuring agency is the Department of Defense, the SF 295 is required semi-annually (by April 30 for the first six months of the fiscal year and by October 30 for the entire fiscal year).
3. In the case of a Commercial Products Plan, the SF 295 is required only once a year (within 30 days after the plan's expiration). See page 3 for additional information on Commercial Products Plans.
4. Both other-than-small prime contractors and subcontractors must submit a copy of the SF 295 to the cognizant SBA Commercial Market Representative.

The SF 294 and SF 295 are intended to document the dollars awarded to small, small disadvantaged, small HUBZone, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses. It is important to note that prime contractors may take credit for only their own subcontracting dollars, not for the dollars awarded by subcontractors at lower tiers. This is explained in more detail on the instructions on the back of the forms.

Assistance Available from SBA

Through its network of PCRs and CMRs, SBA can provide assistance to small businesses as well as to Federal agencies and other-than-small businesses. PCRs can help Federal agencies with solicitations and subcontracting requirements, and they can evaluate proposed subcontracting plans submitted by bidders and offerors. CMRs can counsel other-than-small businesses on how to prepare subcontracting plans and meet the other requirements of the law, and they can counsel small businesses on how to market their products and services to prime contractors.

For additional information on PCRs, CMRs, and other subcontracting assistance available to small businesses, see SBA's Office of Government Contracting home page on the Internet at <http://www.sba.gov/GC>.

Or you may write or call:

Small Business Administration
Office of Government Contracting
409 Third Street, SW, 8th Floor
Washington, DC 20416
Telephone: (202) 205-6475

**SECTION 00150
EVALUATION FACTORS FOR AWARD**

1.0 BASIS FOR AWARD. The solicitation includes the provision, [FAR 52.0215-0001](#), **CONTRACT AWARD**. The Government intends to award one (1) contract, based upon initial offers received, without discussion of such offers. Each offer should contain the offeror's best terms. The Government will evaluate price and past performance, which are both equal in importance. The Government reserves the right to conduct discussions if that is later determined by the Contracting Officer to be necessary. The right is reserved to accept other than the lowest offer and to reject any or all offers. As proposals become more equivalent, cost consideration becomes more significant and may become the determining factor for award. Any award price must be determined to be fair and reasonable.

2.0 PRICE/COST PROPOSAL

2.1 A price analysis will be completed of the offeror's *price/cost* proposal **as submitted on the bidding schedule, Section 00010** to determine price reasonableness. If adequate competition is not obtained, a detailed cost analysis will be used to evaluate for cost realism (allowability, allocability, and reasonableness).

3.0 PAST PERFORMANCE

3.1 For the purpose of evaluating the Contractor Performance Report information submitted hereunder:

3.1.1 Contractor Performance Report data will be evaluated and scored, as it relates to the probability of the offeror successfully accomplishing the proposed effort.

3.1.2 The Government will use the Contractor Performance Report data provided by the offeror (as specified in Section 00120) and data obtained from other sources in addition to these Reports to perform this assessment.

4.0 SMALL DISADVANTAGED BUSINESS UTILIZATION PLANS

4.1 Small Disadvantaged Business (SDB) Utilization Plans applies to all offerors.

4.2 The SDB Utilization Plan will be reviewed based on the following criteria:

- a. The extent to which SDB concerns are specifically identified.
- b. The extent of commitment to use SDB concerns.
- c. The complexity and variety of the work SDB concerns are to perform.
- d. The extent of participation of SDB concerns in terms of the value of the total acquisition.

AM#1 5.0 SUBCONTRACTING PLAN (applies to Large Businesses only).

The subcontracting plan will be reviewed for compliance and scored in accordance with Army Federal Acquisition Regulation Supplement (AFARS) Appendix DD. Failure to submit an acceptable subcontracting plan may make the offeror ineligible for award of the contract.

6.0 EVALUATION OF OPTIONS (JUL 1990)(FAR 52.217-5) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(END OF SECTION 00150)

manuals shall cover all system installations provided in this contract and shall be in sufficient detail to facilitate normal maintenance and troubleshooting by persons with minimum experience with the installed equipment.

1.4.1 Submittal Requirements

All of the above listed items required in the technical specifications shall be submitted to the Contracting Officer not less than 90 days prior to the scheduled contract completion date . Fully developed and approved operation and maintenance manuals shall be provided 30 days prior to scheduling training for operating and service personnel. The Contractor shall coordinate the content of each instruction period required in the technical specifications with the Contracting Officer's Representative prior to the actual start of the training period.

1.4.1.1 Video taping of Training for Operating and Service Personnel

Each instruction or training period as discussed above, shall be video taped in VHS FORMAT by the Contractor. The taping shall include the entire session(s). The original video tape(s) shall be labeled and turned over to the Contracting Officer. The video camera and tapes utilized by the Contractor, shall be of a quality to enable clear and understandable playbacks of the recorded events.

1.4.1.2 Draft O & M Manuals

On those systems where complete and comprehensive operation and maintenance manuals cannot be fully developed until the system(s) is checked, tested, and/or balanced, and the checking, testing, and/or balancing has not been done when submittals are required, a proposed draft of those system manual(s) shall be submitted. 10 percent of the each subsequent scheduled progress payment will be retained until the complete O & M Manuals submittal package have been submitted and approved. Submit fully developed O & M Manuals of the drafts for approval after the systems have been checked, tested, and/or balanced.

1.4.1.3 Commencement of Warranty of Construction

Failure to submit all specified O & M manuals, spare parts listings, spare parts, special tools, inventories of installed property, and training video tapes in a timely manner will be considered as delaying substantial completion of the work. Commencement of warranty under the Contract Clause WARRANTY OF CONSTRUCTION will not occur until all these items are delivered and approved by the Contracting Officer, but not earlier than the date of final acceptance of the work by the Government. When the O & M Manuals with drafts are approved they will not constitute a reason for delaying the start of the warranty period.

1.4.2 Government Possession of Work

The Government may take possession of any completed or partially completed work as provided for under Contract Clause entitled "USE AND POSSESSION PRIOR TO COMPLETION." If the installed equipment and/or systems thereto, have not been accepted by the Government due to the Contractor's failure to submit the above specified items, the Contractor shall operate and maintain such plant or system at no additional cost to the Government until such time that the specified items have been received, approved and any subsequent testing, check-out and/or training has been completed.

1.5 PREPARATION AND SUBMISSION OF OPERATION AND MAINTENANCE MANUALS

This paragraph establishes general requirements for the preparation and submission of equipment operating, maintenance, and repair manuals as called for in the various sections of the specifications. Specific instruction(s) relating to a particular system or piece of equipment shall be incorporated into the manuals in accordance with the applicable technical specification.

1.5.1 General Requirements

Furnish operations and maintenance manuals on CD-ROM disk along with a single hard copy. Documents on the CD-ROM disk shall be in portable document format (.pdf); all printed and graphic documents, drawings, and illustrations shall be legible. Hard copy requirements are specified below.

1.5.1.1 Hard Cover Binders

The manuals shall be permanently bound and have a hard cover. The following identification shall be inscribed on the cover: the words "EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUAL:" and the name, building number, location, and indication of utility or systems covered. Manuals shall be approximately 216 mm by 279 mm (8-1/2 by 11 inches) with large sheets folded in and capable of being easily pulled out for reference. All manuals for a single facility must be similar in appearance.

1.5.1.2 Warning Page

A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

1.5.1.3 Title Page

The title page shall show the name of the preparing firm (designer or contractor) and the date of publication.

1.5.1.4 Table of Contents

Provide in accordance with standard commercial practice.

1.5.2 Equipment Operating, Maintenance, and Repair Manuals

1.5.2.1 General

Separate manuals shall be provided for each utility system as defined hereinafter. Manuals shall be provided in the number of copies specified in the applicable technical section. Manuals shall include, in separate sections, the following information for each item of equipment:

a. Performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates. Marked-up catalogs or catalog pages do not satisfy this requirement. Performance information shall be presented as concisely as possible and contain only data pertaining to equipment actually installed.

b. Catalog cuts showing application information.

c. Installation information showing minimum acceptable requirements.

d. Operation and maintenance requirements. Include adequate illustrative material to identify and locate operating controls, indicating devices and locations of areas or items requiring maintenance.

(1) Describe, in detail, starting and stopping procedures for components, adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions.

(2) Maintenance instructions describing the nature and frequency of routine maintenance and procedures to be followed. Indicate any special tools, materials, and test equipment that may be required.

e. Repair information including diagrams and schematics, guidance for diagnosing problems, and detailed instructions for making repairs. Provide troubleshooting information that includes a statement of the indication or symptom of trouble and the sequential instructions necessary. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart form or in tabular format with appropriate headings.

f. Parts lists and names and addresses of closest parts supply agencies.

g. Names and addresses of local manufacturers representatives.

1.5.2.2 Facility Heating Systems

Information shall be provided on the following equipment: Boilers, water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin-tube radiation, air handling units (both heating only and heating and cooling), and valves (associated with heating systems).

1.5.2.3 Air-Conditioning Systems

Provide information on chillers, packaged air-conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air-cooled condensers, pumps, compressors, air handling units, and valves (associated with air-conditioning systems).

1.5.2.4 Temperature Control and HVAC Distribution Systems

a. Provide the information described for the following equipment:

Valves, fans, air handling units, pumps, boilers, converters, and heat exchangers, chillers, water cooled condensers, cooling towers, and fin-tube radiation.

b. Provide all information described for the following equipment:

Control air compressors, control components (sensors, controllers, adapters, and actuators), and flow measuring equipment.

1.5.2.5 Exterior Electrical Systems

Information shall be provided on the following equipment: Power transformers, relays, reclosers, breakers, and capacitor bank controls.

1.5.2.6 Interior Electrical Systems

Information shall be provided on the following equipment: Relays, motor control centers, switchgear, solid state circuit breakers, motor controller, and EPS lighting systems, control systems (wire diagrams and troubleshooting flow chart), and special grounding systems.

1.5.2.7 Energy Management and Control System

The maintenance manual shall include descriptions of maintenance for all equipment, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.2.8 Domestic Water Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, switching gear, and automatic controls.

1.5.2.9 Fire Protection Systems

Information shall be provided on the following equipment: Alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

1.5.2.10 Fire Detection Systems

The maintenance manual shall include description of maintenance for all equipment, including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.2.11 Plumbing Systems

Information shall be provided on the following equipment: Water heaters, valves, pressure regulators, backflow preventors, piping materials, and plumbing fixtures.

1.5.2.12 Cathodic Protection Systems

Information shall be provided on the following material and equipment: Rectifiers, meters, anodes, anode backfill, anode lead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil-immersed rectifiers, and rating of shunts.

1.5.2.13 Miscellaneous Systems

Information shall be provided on the following: Communication and ADP systems, security and intrusion alarm, elevators, material handling, active solar, photovoltaic, and other similar type special systems not otherwise specified.

1.6 RECORD DRAWINGS

Record drawings shall be a record of the construction as installed and completed by the Contractor. They are a record of all deviations, modifications, or changes from contract set of drawings, however minor,

which were incorporated in the work. They include all the information shown on the contract set of drawings, any Contractor-original drawings, all additional work not appearing on the contract drawings, and all changes which are made after final inspection of the contract work.

1.6.1 Contractor-Original Record Drawings

Contractor-original record drawings are those drawings drawn by the Contractor to further explain the Contract documents such as subcontractor submittals for fire protection/detection, communication, and other systems, and approved Contractor's solutions to problems. Submit these drawings as full-size reproducible sheets and CADD files. CADD files shall conform to the Working CADD file requirements specified in paragraph "Final Record Drawings."

1.6.2 Preliminary Record Drawings

The Contractor shall mark up both a reproducible set and a set of prints to show as-built conditions. These two sets, hereafter called preliminary record drawings, or singly, reproducibles or prints, shall be kept current and available on the jobsite at all times, except as noted below. For drawings contained within the Specifications, the Contractor shall mark up copies of these drawings to show as-built conditions; these copies will be considered the preliminary record drawings and shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of the preliminary record drawings. This assignment and any reassignment of duties concerning the maintenance of the record drawings shall be promptly reported to the Contracting Officer's representative for approval. All changes from the contract drawings which are made in the work or additional information which might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary record drawings shall be clearly identified in a contrasting color and which is compatible with reproduction of the preliminary record drawings. Preliminary record drawings shall be updated by Friday of each week. During periods when the reproducibles are being copied and are therefore not available at the jobsite, the Contractor shall continue posting all required data to the prints. The Contractor shall minimize the time that the reproducibles are away from the jobsite and shall update them with all as-built data immediately upon their return. The preliminary record drawings will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. See paragraph, "Withholding for Preliminary Record Drawings." The record drawings shall show the following information, but not be limited thereto:

a. The location and description of utility lines or other installation of any kind or description known to or found to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities/features. These measurements shall be within an accuracy range of 150 mm and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, meter, etc. The general depth range of each underground utility line shall be shown (i.e., 900 mm

to 1200 mm in depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines.

b. The location and size of all uncharted existing utilities encountered.

c. The location and dimensions of any changes within the building or structure.

d. Correct grade or alinement of roads, structures or utilities if any changes were made from contract drawings.

e. Correct elevations if changes were made in site grading.

f. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

g. The topography and grades of all drainage installed or affected as a part of the project construction.

h. Options

Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the record drawings.

1.6.2.1 Blue Line or Black Line Prints

Blue line or black line prints shall be full size. All blue or black line prints shall exhibit good readable print with clear, sharp, dark lines, and shall not be smeared, faded, double imaged, or have torn or ragged edges.

1.6.2.2 Prefinal Inspection For Each Item of Work

As part of the prefinal inspection for each item of work, the preliminary record drawings will be reviewed. They shall comply with this specification prior to scheduling the final inspection, and/or prior to substantial completion of the item of work.

1.6.2.3 Preliminary Record Drawing Final Submittal

Prior to scheduling the final acceptance inspection of the last or only bid schedule item of work, the preliminary record drawings shall be completed and delivered to the Contracting Officer's Representative for review and approval. If upon review, the drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. Failure of the Contractor to make timely delivery of the preliminary record drawings on any or all items of work will be cause for the Government to delay substantial completion and to assess liquidated damages in accordance with the terms and conditions of the contract.

1.6.2.4 Withholding for Preliminary Record Drawings

Failure by the Contractor to maintain current and satisfactory preliminary record drawings in accordance with these requirements will result in withholding from progress payments 10 percent of the progress payment amount until such time as the record drawings are brought into compliance.

This withheld amount will be indicated on monthly payment estimates until the Contractor has fulfilled these contract requirements.

1.6.2.5 Final Inspection

For each interim item of work, furnish a copy of the preliminary record drawings for that item, which the Contractor has reproduced from the approved preliminary record drawing reproductions, to the Contracting Officer's representative at the time of final inspection for that item. At the time of final inspection on the last or only item of work, the Contractor shall deliver a copy of the complete set of the approved preliminary record drawings to the Contracting Officer's Representative.

1.6.3 Final Record Drawings

Upon approval of the preliminary record drawings, the Contracting Officer will return the approved preliminary record drawing prints back to the Contractor. The Contractor will then modify the CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the contract set into agreement with the preliminary record drawings, including adding additional drawings and CADD files as may be necessary. The Contractor shall furnish the as-built drawings in the same file format as the Working CADD files. The Working CADD files will be furnished to the Contractor. The CADD files are located on the Contract CD-ROM disk in These CADD files are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until final submittal to the Contracting Officer. Drawings, tracings, or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at the Contractor's expense. CADD files will be audited by the Contracting Officer and for accuracy and conformance to the above specified drafting and CADD standards.

1.6.3.1 Drafting

Only personnel proficient in the preparation of engineering drawings and CADD shall be employed to modify the original contract drawings, prepare additional new drawings, and modify the CADD files. All modifications and new drawings shall conform to applicable requirements specified in the paragraph "CADD Standards." The Contractor shall ensure that all delivered CADD digital files and data (e.g., sheet files, model files, cell/block libraries) are compatible with the Government's target CADD system and operating system, and adhere to the standards and requirements specified. The term "compatible" means that data is in native digital format i.e., .dgn (MicroStation) or .dwg (AutoCAD). It is the responsibility of the Contractor to ensure this level of compatibility.

1.6.3.2 CADD Standards

CADD drawings shall be prepared in accordance with the applicable general and discipline-specific provisions for drawing formats, level/layer assignments, line colors, line weights, and line types of the TSC-01 (Tri-Service A/E/C Standards) and the COE-02 ("SWD Architectural and Engineering Instruction Manual (AEIM)), Chapter VIII, "Drawings".

The CADD standards, including seed/prototype files containing the Government's preset standard settings and electronic reference files containing the Government's standard border/title block sheets, are located at the following Web site:

[AM#0001]

CADD standards are located at the following Web sites:

<http://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp>

[AM#0001]

Seed/prototype files, containing the Government's preset standard metric/English settings can be downloaded from the Internet at the following address:

<http://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp>

[AM#0001]

Electronic reference files containing the Government's standard border/title block sheets can be downloaded from the Internet at the following address:

<http://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp>

The Contractor shall submit a written request for approval of any deviations from the Government's established CADD standards. Deviations will not be permitted unless prior written approval of such deviations has been received from the Government.

1.6.3.3 Final Revisions

When final revisions have been completed, place the words "REVISED RECORD DRAWING," in letters at least 5 mm high, and the date of completion in the revision block above the latest existing revision notation on each drawing CADD file.

1.6.3.4 Border Sheets

The border sheet to be used for any new record drawings shall be the same as used on the original drawings.

1.6.3.5 Copies of the Final Record Drawings

Blue line or black line prints shall be full size. All blue or black line prints shall exhibit good readable print with clear, sharp, dark lines, and shall not be smeared, faded, double imaged, or have torn or ragged edges.

1.6.3.6 Submittal Requirements

The Contractor shall submit to the Contracting Officer the final record drawings, consisting of one set of full size blue line or black line prints, one full size vellum reproducible set, and two sets of corrected CADD files on CD-ROM disks; verification that the CADD files have been loaded and work on the designated computer systems and are error- and virus-free; the approved preliminary blue lines; and all required reproduced items. All paper prints, reproducible drawings, and CADD files will become the property of the Government.

1.6.4 Post-Record Drawing Work

In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the record drawings, the Contractor shall furnish revised and/or additional drawings

(hard copy and CADD files), as required to depict as-built conditions. The requirements for these additional drawings, including CADD files, will be the same as for the record drawings included in the original submission.

1.6.5 Payment for Final Record Drawings

The amount listed for Final Record Drawings in the Bidding Schedule will be paid to the Contractor upon the Contracting Officer's acceptance of the completed record drawings.

1.7 ADDITIONAL WARRANTY REQUIREMENTS

The warranty requirements specified in this paragraph are in addition to those specified in the Contract Clause WARRANTY OF CONSTRUCTION in Section 00700 CONTRACT CLAUSES.

1.7.1 Performance Bond

It is understood that the Contractor's Performance Bond will remain effective throughout the life of all warranties and warranty extensions. This paragraph is applicable to the Contractor's Warranty of Construction only and does not apply to manufacturers' warranties on equipment, roofing, and other products.

(a) In the event the Contractor or the Contractor's designated representative fails to commence and diligently pursue any work required under the Warranty of Construction Paragraph within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, shall make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

(b) Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or the Contracting Officer's authorized representative.

Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or the Contracting Officer's authorized representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in the paragraph (a) above.

1.7.2 Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer or Contracting Officer's authorized representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of Contract Clause WARRANTY OF CONSTRUCTION. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer or Contracting Officer's authorized representative for the execution of the construction warranty shall be

established/reviewed at this meeting.

In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warrantied construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of Contractor's responsibilities in connection with Contract Clause WARRANTY OF CONSTRUCTION.

1.7.3 Equipment Warranty Identification Tags

The Contractor shall provide warranty identification tags on all equipment installed under this contract. Tags and installation shall be in accordance with the requirements of Paragraph: EQUIPMENT WARRANTY IDENTIFICATION TAGS.

1.7.4 Contractor's Response to Construction Warranty Service Requirements

The following warranty service requirements are applicable to contracts for Lackland AFB and will supersede requirements listed in Paragraph: Warranty of Construction. Following notification by the Contracting Officer or the Contracting Officer's Representative the Contractor shall respond to a warranty service requirement identified by the Contracting Officer's Representative in accordance with the "Warranty Service Priority List" of this program. This list prioritizes warranty work into the categories. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframes specified, the Government will perform the work and backcharge the construction warranty payment item established.:

Priority 1A Perform on site inspection to evaluate situation, determine course of action, initiate work within 2 hours and work continuously to completion.

Priority 1B Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion.

Priority 1C All other work to be initiated within 48 hours and work continuously to completion.

The "Warranty Service Priority List" is as follows:

1A Emergency deemed by the Base Civil Engineer such as a life threatening situation caused by a utility outage to Wilford Hall Medical Center (any items deemed hazardous to the safety of personnel).

1B All utilities, including HVAC, plumbing and electrical. Also, intrusion alarm systems, all roof leaks, kitchen equipment, and fire detection and sprinkler systems.

1C All other areas.

Should parts be required to complete the work and the parts are not immediately available the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer's Representative with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractor's proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer's Representative will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer's Representative will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

1.8 EQUIPMENT WARRANTY IDENTIFICATION TAGS

1.8.1 General Requirements

The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

1.8.1.1 Tag Description and Installation

The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

1.8.1.2 Sample Tags

Sample tags shall be submitted to the Contracting Officer's Authorized Representative for review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

1.8.1.3 Tags for Warranted Equipment

The tag for this equipment shall be similar to the following. Exact format and size will be as approved by the Contracting Officer's Authorized Representative. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration dates will be determined as specified by the Paragraph "WARRANTY OF CONSTRUCTION."

EQUIPMENT WARRANTY CONTRACTOR FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
CONTRACTOR NAME _____	
CONTRACTOR WARRANTY EXPIRES _____	
MFG WARRANTY(IES) EXPIRE _____	

1.8.1.4 Duplicate Information

If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

1.8.2 Execution

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based upon notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at the Contractor's own expense, update the in-service and warranty expiration dates on these tags.

1.8.3 Payment

The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment. The Contractor will assign up to that amount, as approved by the Contracting Officer's Authorized Representative.

1.8.4 Equipment Warranty Tag Replacement

Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

1.9 INVENTORY OF CONTRACTOR FURNISHED AND INSTALLED EQUIPMENT

A list of equipment or units of equipment that require electrical power or fuel, or may require removal or replacement such as AHUs, fans, air conditioners, compressors, condensers, boiler, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories,

urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc., shall be made and kept up to date as installed. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input (power, voltage, BTU, etc.), Output (power, voltage, BTU, tons, etc.), Size or Capacity (tanks), and net inventory costs; any other data necessary to describe item and shall list all warrantors and warranty periods for each item of equipment. Final list shall be turned over to the Authorized Representative of the Contracting Officer at the time of the Contractor's quality control completion inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --