

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 15 February 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE CORPS OF ENGINEERS 3101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3435		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(√)	9A. AMENDMENT OF SOLICITATION NO. DACA47-02-R-0001
	X	9B. DATED (SEE ITEM 11) 16 January 2002
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED (SEE ITEM 13)

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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor 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.)

PROJECT: FY02 MEDICAL CLINIC ALTERATION, HOLLOMAN AIR FORCE BASE, ALAMOGORDO, NEW MEXICO

1. This is Amendment No. 3 to Solicitation No. DACA47-02-R-0001; 16 January 2002. The following revisions shall be incorporated into the specifications and drawings. All other provisions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

2. SOLICITATION, OFFER, AND AWARD, Standard Form 1442: In Block 13A, change the date for receipt of proposals from "2/19/02" to "2/22/02".

3. Section 00700, Contract Clauses: On page 92 of 181, delete clause "52.219-9 Small Business Subcontracting Plan (Oct 2001)" in its entirety and replace with clause "52.219-9 Small Business Subcontracting Plan (Jan 2002)", attached hereto.

4. SPECIFICATIONS: Delete the following listed pages and substitute the pages attached hereto. On the revised pages, for convenience, changes are emphasized by the amendment number in parentheses before and after changes from the previous issue. All portions of the revised (or new) pages shall apply whether or not changes have been indicated.

<u>Delete Page</u>	<u>Insert Page</u>
01015-5	01015-5
01015-14	01015-14
01451-4	01451-4

5. DRAWING CHANGES: The following drawings have been revised and the sequence number changed to indicate such revision: 3.2 and 300.1.

6. DRAWING CHANGES: The following drawings shall be revised as stated below. Proposers are requested to change their drawings for proposal purposes. Successful proposer drawings will be issued to the successful proposer.

a. Sheet A1-3, detail Demolition Floor Plan Block B: At Rooms 1225, 1226, 1227 and 1228 change "MGT" to "VAT".

b. Sheet A1-8, detail Alteration Floor Plan Block G: At Rooms 1207, 1225 and 1403, change "MGT" to "VAT".

c. Sheet A1-9, detail Demolition Floor Plan Block H: At Room 1220 change "MGT" to "VAT".

d. Sheet A3-1, Equipment Schedule: Delete CA020 and related information from the Equipment Schedule.

e. Sheet A3-3, Equipment Schedule:

(1) Add "R7050" to the JSN NO. column, add "Refrigerator" to the DESCRIPTION column and add "C" to the LOG column for this piece of equipment.

(2) Delete M8275 and related information from the Equipment Schedule.

f. Sheet E7-6, Electrical Communication Floor Plan - Block F: Relocate "FAA(RLX)" from VEST 1320C to MAIN LOBBY 1320A on east wall adjacent to Visual Notification Appliance.

//////////LAST ITEM//////////

52.219-9 -- SMALL BUSINESS SUBCONTRACTING PLAN (Jan 2002)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

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

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizaions.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

provide sufficient low voltage cable to extend the existing door contact switches cable circuits from the existing Pharmacy and install the two existing door contact switches on the two doors from Corridor, 102 into Waiting, 108 (see drawing A1-21). The Contractor shall provide one additional door contact switch of the same type and size as the existing door contact switches. The new door contact switch shall be installed on the door from Control, 122 into Waiting, 108. The operation of motion sensors, door contact switches and circuits shall be tested and accepted by the Contracting Officer during the move to the temporary Pharmacy (OM-2). In the event the motion sensors and door contact switches are not operational the day the Pharmacy moves into its temporary location, and at any time the motion sensors and door contact switches are inoperable, the Contractor shall employ the services of a security guard who meets all requirements of Holloman Air Force Base for private security protection for the entire time the Pharmacy is without protection of both the motion sensors and door contact switches. The security guard shall be employed to observe the temporary Pharmacy between 1700 hours (5:00 p.m.) and 0730 hours (7:30 a.m.) daily and for 24 hours a day on weekends and Government observed holidays until the motion sensors and door contact switches are operable and approved by the Contracting Officer.

d. All building systems shall be tested, balanced, and accepted and fully operational at the conclusion of Phase 1 and all areas of work shall be ready for occupancy.

e. At the conclusion of the work in Phase 1, the Government shall perform the final inspection and prepare a Punch List of items the Contractor is responsible for correcting, repairing or replacing. The Punch List preparation and correction by the Contractor is prior to the Government acceptance of the facility.

(3) f. After renovation of the former Inpatient Wing (altered Clinic Wing) and Phase 1 is complete, the Government shall have 14 calendar days to vacate spaces in the existing Administration Wing by an Owner Move (OM-2) and move to the newly renovated Clinic spaces. The Contractor shall then start and complete all contractual work included in Phase 2. (3)

1.2.1.1 Specific Phase 1 Requirements

ARCHITECTURAL:

Alter interior spaces within the geographical boundaries of Phase 1 as indicated on the Phasing Plans.

Renovate mechanical penthouse on Clinic Wing roof.

HAZARDOUS MATERIALS:

Removal of asbestos containing materials in flooring materials and pipe insulation.

PLUMBING:

Rework existing plumbing systems, water supply and sanitary sewer, to accommodate changes in room and departmental layout.

Install new plumbing fixtures.

3. The Contractor shall submit a request to interrupt any such services to the Contracting Officer, in writing, two (2) weeks (14 calendar days) in advance of proposed interruption. The request shall state reason, date, exact time of, and approximate duration of such an interruption.
4. The Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of the Clinic. Interruption time approved by the Clinic may occur at other than the Contractor's normal working hours.
5. In case of contract construction emergency, services will be interrupted on approval of the Contracting Officer. Such approval will be confirmed in writing as soon as practical.

1.5.10 Abandoned Lines

All service lines such as wire, cables, conduits, ducts, pipes and the like, and their hangers or support which are to be abandoned, including services in the crawl space, shall be completely removed to the nearest active point, capped and/or sealed. All pipe and conduit that penetrate a floor slab or roof slab above habitable space or a crawl space shall be cut off flush with the surface of the floor slab filled with grout and capped at each end. Lines embedded in masonry or concrete shall not be capped in finished areas, but shall be removed and sealed, capped or plugged in ceiling, within furred spaces, in unfinished areas or within wall partitions, so that they are completely behind the finished surface.

1.6 PHASING PLAN DURATION SUMMARY

The anticipated durations for construction phasing are as outlined below. Upon approval, these durations will be indicated as contractual requirements.

OM-1	21 days*
Notice To Proceed (NTP)	
Phase 1	** days
OM-2	14 days
Phase 2	** days
OM-3	14 days
Phase 3	** days
OM-4	14 days
Phase 4	** days
Punch List and Project Closeout	<u>** days</u>

Total Contract Time 600 calendar days

* Not included in Total Contract Time

** As determined by approved schedule

1.7 SUBMITTALS

The Contractor shall submit for approval a plan of the proposed Phasing of construction showing its planned construction time for each phase and major activities under each phase. The proposed phasing plan shall be submitted within 15 calendar days after receipt of notice to proceed. The

contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

(3) The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 3 years construction experience on construction similar to this contract or a construction person with a minimum of 3 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager. (3)

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: electrical, mechanical, architectural. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

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| a. | Mechanical | Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience |
| b. | Electrical | Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience |
| c. | Architectural | Graduate Architect with 2 yrs experience or person with 5 yrs related experience |
| d. | Testing, Adjusting and Balancing (TAB) Personnel | Specialist must be a member of AABC or an experienced technician of the firm |