

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 23-Jun-2016	4. REQUISITION/PURCHASE REQ. NO. 06XXXX		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVFAC PACIFIC A-E/CONSTR CONTRACTS BRANCH (CODE ACQ31) 258 MAKALAPA DR STE 100 JBP HH HI 96860-3134	CODE N62742	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. N62742-16-R-1309	
			X	9B. DATED (SEE ITEM 11) 31-May-2016	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) N62742-16-R-1309, FY 16 MCAF PROJECT P-3028/A JY 133028 LOW OBSERVABLE/CORROSION CONTROL/ COMPOSITE REPAIR SHOP, JOINT REGION MARIANAS-ANDERSEN AIR FORCE BASE, GUAM Amendment 0002 is continued on Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		23-Jun-2016	

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

PROPOSAL DOCUMENTS

1. Replace Document 00100 INSTRUCTIONS TO PROPOSERS with the attached. The attached Document 00100 extends the due date and time for receipt of proposals under Paragraph 1.1 NUMBER OF COPIES/TIME OF RECEIPT. In addition, Attachment (B) DCMA Form 1620 – Guarantee Agreement for Corporate Guarantor is added.
2. Replace Document 00202 EVALUATION FACTORS FOR AWARD with the attached. The attached Document 00202 revises Technical Evaluation Factor 3 – Safety and provides a revised Attachment (A) Construction Experience Project Data Sheet.
3. Specification Section 00 00 10 CONTRACT LINE ITEM SCHEDULE is removed from the solicitation.

(End of Summary of Changes)

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 30-Jun-2016 02:00 PM to 09-Aug-2016 02:00 PM.

(End of Summary of Changes)

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	N62742-16-R-1309-0002	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	31-May-2016	1 OF 13

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 06XXXX	6. PROJECT NO.
7. ISSUED BY NAVFAC PACIFIC A-E/CONSTR CONTRACTS BRANCH (CODE ACQ31) 258 MAKALAPA DR STE 100 JBP HH HI 96860-3134 TEL: FAX:	CODE N62742	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE HAND DELIVER NAVFAC PACIFIC CONSTRUCTION CONTRACTS BR (ACQ31) 4262 RADFORD DR, BLDG 62 HONOLULU HI 96818-3296 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME ERIK S. TORNGREN	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 808 471-3661

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

SOLICITATION N62742-16-R-1309, FY16 MCAF PROJECT P-3028/AJY 133028 LOW OBSERVABLE/ CORROSION CONTROL/COMPOSITE REPAIR SHOP, JOINT REGION MARIANAS-ANDERSEN AIR FORCE BASE, GUAM

GENERAL DESCRIPTION: SEE SECTION 01 11 00 SUMMARY OF WORK.

THIS PROCUREMENT IS UNRESTRICTED. North American Industry Classification System (NAICS) Code 236220 – Commercial and Institutional Building Construction

ESTIMATED COST: BETWEEN \$25,000,000 AND \$50,000,000

DPAS RATING: DOC2

ENFORCEABILITY OF PROPOSAL: The proposal must set forth full, accurate and complete information as required by the solicitation. The Government will rely on such information in the award of the contract. By submission of the offer, the Offeror agrees that all items proposed will be utilized for the duration of the contract and any substitutions will be equal or better than as proposed and accepted for contract award and shall require prior Contracting Officer's approval.

AWARD RESULTING FROM THIS SOLICITATION IS SUBJECT TO RECEIPT OF CONGRESSIONAL/PRESIDENTIAL APPROVAL OF THE FY 16 NATIONAL DEFENSE AUTHORIZATION ACT AND FY 16 MILITARY CONSTRUCTION, QUALITY OF LIFE AND VETERANS AFFAIRS APPROPRIATIONS ACT

11. The Contractor shall begin performance within 15 calendar days and complete it within 540 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See Document 00700 _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

YES NO

12B. CALENDAR DAYS

30

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 09 Aug 2016 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 150 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS

03/16

- 1.1 NUMBER OF COPIES/TIME OF RECEIPT
- 1.2 INSTRUCTIONS FOR OBTAINING THE SOLICITATION
- 1.3 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION
- 1.4 AMENDMENTS
- 1.5 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION
- 1.6 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.
- 1.7 SMALL BUSINESS SUBCONTRACTING PLAN
- 1.8 FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013) / DFARS 252.204-7004 ALTERNATE A SYSTEM FOR AWARD MANAGEMENT (FEB 2014)
- 1.9 FAR 52.211-6, BRAND NAME OR EQUAL (AUG 1999)
- 1.10 FAR 52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
- 1.11 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 1.12 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)
- 1.13 FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
- 1.14 FAR 52.225-12, NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE I (MAY 2014)
- 1.15 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)
- 1.16 FAR 52.236-27, SITE VISIT (CONSTRUCTION) (FEB 1995)
- 1.17 FAR 52.236-28, PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)
- 1.18 DFARS 252.215-7008, ONLY ONE OFFER (OCT 2013)
- 1.19 NFAS 5252.228-9302, BID GUARANTEE (OCT 2004)
- 1.20 TERRITORY OF GUAM NOTICE CONCERNING TAXES, LICENSES, WITHHOLDINGS

ATTACHMENTS

- (A) Small Business Subcontracting Plan
- (B) DCMA Form 1620 – Guarantee Agreement for Corporate Guarantor

--End Document Table of Contents--

DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS

03/16

1.1 NUMBER OF COPIES/TIME OF RECEIPT

a. TECHNICAL PROPOSAL (FACTORS 1, 2, AND 3) (PAPER): An original paper and three (3) paper copies of the technical proposal for Factors 1, 2, and 3 shall be submitted on **9 August 2016, 2:00 PM, Hawaii Standard Time (HST)** in a sealed envelope/package/box and marked in the bottom right corner "NON-PRICE PROPOSAL SUBMITTED UNDER SOLICITATION N62742-16-R-1309 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The NON-PRICE PROPOSAL shall be submitted in a three-ring binder with table of contents and tabbed. The NON-PRICE PROPOSAL shall include the following:

- (1) All information required by Factor 1, Experience
- (2) All information required by Factor 2, Past Performance
- (3) All information required by Factor 3, Safety

b. PRICE PROPOSAL (PAPER): An original paper and one (1) paper copy of the price proposal shall be submitted on **9 August 2016, 2:00 PM, HST** in a sealed envelope/package/box and marked in the bottom right corner "PRICE PROPOSAL SUBMITTED UNDER SOLICITATION N62742-16-R-1309 - DO NOT OPEN IN MAILROOM." The PRICE PROPOSAL shall include the following:

- (1) Signed and completed SF 1442 (Solicitation, Offer and Award)
- (2) Bid Guarantee
- (3) Representations and Certifications (See Section 00600)
- (4) Verification of VETS 4212 Reporting
- (5) Current company balance sheets (Will be used for responsibility determination)
- (6) All information required by paragraphs 1.5 and 1.6 of Document 00100, if applicable

c. SUBCONTRACTING PLAN (PAPER): An original paper and one (1) paper copy of the subcontracting plan shall be submitted on **10 August 2016, 2:00 PM, HST** in a sealed envelope/package/box and marked in the bottom right corner "SUBCONTRACTING PLAN SUBMITTED UNDER SOLICITATION N62742-16-R-1309 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The SUBCONTRACTING PLAN shall include:

- (1) All information required by Paragraph 1.7, Small Business Subcontracting Plan.

d. PRICE AND TECHNICAL PROPOSALS, AND SUBCONTRACTING PLAN (ELECTRONIC): An electronic copy of the Price and Technical Proposals shall be submitted in .pdf format on a CD-ROM with the paper copy of the Small Business Subcontracting Plan. The offeror is responsible for ensuring that all original paper and electronic copies are identical. Should there be a discrepancy between the paper and electronic versions, the paper copy shall govern.

d. Proposals shall be submitted as follows:

- (1) If sent via U.S. Postal Mail:

Naval Facilities Engineering Command, Pacific
Construction Contracts Branch (ACQ31)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

(2) If hand-carried/Private Courier (Delivery hours between 7:00 AM and 2:00 PM, Monday Through Friday except Federal Holidays)

Naval Facilities Engineering Command, Pacific
Construction Contracts Branch (ACQ31)
4262 Radford Drive, Building 62
Honolulu, HI 96818-3296

1.2 INSTRUCTIONS FOR OBTAINING THE SOLICITATION

The solicitation, excluding the drawings, will be available through the NECO website <https://www.neco.navy.mil>. The RFP including the drawings can be accessed at the following direct link: <https://www.fbo.gov/fedteds/TDPN6274216R1309>. Printed copies of the solicitation will not be issued. Contractors must register at the Federal Business Opportunities (FBO) website <https://www.fbo.gov> to obtain access to the solicitation drawings. Registration instructions can be found on the FBO website. Once registered in FBO, the contractor must request explicit access to the drawings. An email will be forwarded once the contracting office has approved or declined the request. Approved contractors may view and/or download the drawings.

1.3 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions regarding the solicitation shall be submitted in **writing** in WORD format via electronic mail to Mr. Erik Tornngren, erik.tornngren@navy.mil. Questions shall reference the drawing/detail and/or the specification section including paragraph number. Verbal queries will not be entertained. Responses to the questions will be provided in the form of a Notice and posted to the website <https://www.neco.navy.mil>. The Government may not respond to questions submitted less than 10 days before the proposal receipt due date.

1.4 AMENDMENTS

Amendments will normally be posted to the web site <https://www.neco.navy.mil>. If the amendment contains drawings, the amendment, excluding the drawings, will be posted to <http://www.neco.navy.mil>. If the amendment contains drawings, the drawings can be accessed at the following direct link <https://www.fbo.gov/fedteds/TDPN6274216R1309>. It is highly recommended that firms register on the NECO and FBO website as a planholder as this will be the only planholder's list available. It is the offeror's responsibility to check the NECO and FBO website periodically for any amendments to the solicitation.

1.5 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR §9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or the ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. The following information shall be submitted:

- a. Company financial statements (balance sheets and income statements) for past three years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities for each partner.
- c. Newly-formed entities (e.g. limited liability companies ("LLC's"), limited partnerships ("LTD's") and newly-created corporate subsidiaries) that is the entity liable for the contract ordinarily have no record—or an insufficient record—of relevant experience, past performance, and financial capability to support a responsibility determination. In such cases, the offeror may rely on the resources of the LLC member, parent, limited partner, or other entities

related to the offeror for responsibility purposes where the offer submits a guaranty from the entity providing the resources. The offeror shall provide a guaranty agreement (See Form DCMA Form 1620 attached) for the contract price.

d. A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete. If the list of existing commitments is extensive, provide the required information on at least five projects of similar dollar value and a summary of the existing commitments to include number of contracts, total dollar value of all contracts, and total dollar value of work remaining.

1.6 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LP), ETC.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities:

- a. A copy of the JV, LLC or LP agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
 1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
 2. The management approach in terms of who will conduct, direct, supervise, and control.
 3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
 4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
- c. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contract, Email address, phone number and facsimile number.

1.7 SMALL BUSINESS SUBCONTRACTING PLAN

As stated in Document 00202, Paragraph 2.1, EVALUATION CRITERIA AND BASIS OF AWARD, this is a lowest price technically acceptable source selection. Accordingly, small business subcontracting is not included as a technical evaluation factor. However, large business concerns must submit a Small Business Subcontracting Plan that addresses the following:

- a. Identify in terms of dollar value and percentage of the total acquisition, the extent of work you will perform as the prime contractor. If submitting an offer as a Joint-Venture, identify the percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.
- b. Submit a Small Business Subcontracting Plan in accordance with FAR 52.219-9, Small Business Subcontracting Plan, for this project in the format provided in Attachment (A), to include all information required in the attachment. To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan may list all subcontractors by name. **If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed.**
- c. **HUBZone:** For all HUBZone SB Concerns identified in your proposal, ensure HUBZone SB Concerns are listed and certified by the SBA in the [SBA Dynamic Small Business Search \(DSBS\)](#).

1.8 FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013)/DFARS 252.204-7004 ALTERNATE A SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) Definitions. As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

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(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

1.9 FAR 52.211-6, BRAND NAME OR EQUAL (AUG 99)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

1.10 FAR 52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO-C2 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

1.11 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and
(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

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(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

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(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

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(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

1.12 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

1.13 FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offerors attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
0	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246 as amended, and the regulations in 41 CFR 60.4 shall be based on its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60.4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor; (i) Employer identification number of the subcontractor;
- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract; and
- (4) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Guam.

1.14 FAR 52.225-12, NOTICE OF BUY AMERICAN REQUIREMENT -- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE I (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(c) Evaluation of offers.

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(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

[1.15 FAR 52.233-2, SERVICE OF PROTEST \(SEP 2006\)](#)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFACENCOM, Pacific (ACQ31), Construction Contracts Branch, 258 Makalapa Drive, Suite 100, Pearl Harbor, HI 96860-3134.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

[1.16 FAR 52.236-27, SITE VISIT \(CONSTRUCTION\) \(FEB 1995\)](#)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

(b) A **one-time** pre-proposal site visit has been scheduled for **22 June 2016, 9:00 a.m. Chamorro Standard Time (ChST)**. This site visit is to provide offerors with an opportunity to familiarize themselves with the jobsite and

conditions to be encountered and **is not** for the purpose of answering questions. **Photography will NOT be allowed.** Offerors interested in attending the pre-proposal site visit, shall submit a completed "Andersen AFB Access Listing Request". In addition, the "Foreign National Access Request Form" is required to be filled out for all foreign nationals attending the site visit, along with a copy of their passport. The completed forms shall be submitted to Mr. Erik Torngren at erik.torngren@navy.mil on or before **7 June 2016, 3:00 p.m., Hawaii Standard Time (HST).**

(c) **PLEASE BE INFORMED: If an attendee submits the application form after the specified due date, they may not be able to attend the site visit.**

(d) The furnishing of the information, including your Social Security Number, is voluntary. However, your failure to furnish all or part of the information request may result in the Government's denial of access to the jobsite. Any of the above information furnished by you and protected under the Privacy Act shall not be released unless permitted by law and/or you have consented to such release.

(e) On the day of the visit, attendees shall bring a copy of their "Andersen AFB Access Listing Request" and "Foreign National Access Request Form" to the site visit. Attendees shall meet at the Visitor Control Center (Northgate) Andersen Air Force Base to board a bus.

1.17 FAR 52.236-28, PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

1.18 DFARS 252.215-7008, ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the offeror that—

- (1) Only one offer was received; and
- (2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) *Requirement for submission of additional cost or pricing data.* Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

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(1) If the Contracting Officer notifies the offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) *Exceptions from certified cost or pricing data.* In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/ similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) *Requirements for certified cost or pricing data.* If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with [225.870-4\(c\)](#), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

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(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

1.19 NFAS 5252.228-9302, BID GUARANTEE (OCT 2004)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond.

1.20 TERRITORY OF GUAM NOTICE CONCERNING TAXES, LICENSES, WITHHOLDINGS

(NOTE: The information in this Notice to Bidders is provided by the Government of Guam, Department of Revenue and Taxation. Any questions concerning applicability or interpretation should be directed to that Agency at Building 13-1, Mariner Ave., Tiyán, Barrigada, Guam 96923. Business registration with the Government of Guam is not considered in determining contractor responsiveness or responsibility. Bidders attention is directed to the Clause in the solicitation entitled "PERMITS AND RESPONSIBILITIES.")(FAR 52.236-7).

1. All persons engaging in business in Guam must be licensed to do so by the Government of Guam prior to commencement of business in Guam. Engaging in business includes, but is not limited to, services provided by contractors. Applications for business licenses shall be made to the Department of Revenue and Taxation, License and Registration Branch.
2. All corporations, domestic (created under the laws of Guam) or foreign (not created under the laws of Guam) must register with the Department of Revenue and Taxation, License and Registration Branch.
3. Any person engaging in business on Guam must file monthly Business Privilege Tax returns with the Department of Revenue and Taxation.
4. All corporations with the Guam source of funds must file income tax returns to the Department of Revenue and Taxation on the prescribed forms.
5. All employers must deposit wage withholdings from their employees to the Treasurer of Guam. Guam Depository Receipts, as well as Quarterly Withholding Statements are required to be filed with the Department of Revenue and Taxation in the same manner as similar returns and statements required to be filed with the U.S. Internal Revenue Service.
6. Failure to comply with the above may result in criminal or civil penalties as provided by law.

--End of Document--

ATTACHMENT (A)

**SMALL BUSINESS SUBCONTRACTING PLAN
(Template)**

*This template has been designed to be consistent with FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan (“Subcontracting Plan”). Other formats of a small business subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this template may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable.

(TO BE SUBMITTED BY LARGE BUSINESSES)

(CONTRACTOR’S NAME)

(ADDRESS)

(Solicitation or Contract Number)

(Title of the Project and Location)

(Date Prepared)

Type of Report (Individual, Commercial, Master)

PLAN SUBMITTED BY:	
Signature: _____	Date: _____
Printed Name: _____	
Title: _____	
REVIEWED:	
_____	_____
Small Business Specialist	Date
REVIEWED:	
_____	_____
Small Business Administration Procurement Center Representative	Date
ACCEPTED:	
_____	_____
Procuring Contracting Officer	Date

SUBCONTRACTING PLAN

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations 19.704. The following goals are established for the contract. This contract does does not contain option priced periods. Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$ _____
(including options. **Do not include FF&E and HAR costs.**)
 - b. Total Subcontracted \$ _____ _____ % of 1.a
(inclusive of all planned subcontracting to all businesses, regardless of size. **Do not include FF&E and HAR costs.**)
 - c. Total Prime-performed \$ _____ _____ % of 1.a
2. The following dollars and percentage goals are applicable to the contract cited above. (See FAR 19.704(a)(1) and (2))
- a. Large Business (LB) \$ _____ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are large business concerns.

- b. Small Business (SB) \$ _____ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns**; include contracts awarded under the AbilityOne Program (formerly Javits Wagner O'Day Act Contracts (JWOD)) to NISH and NIB; and awards to Alaskan Native Corporations (ANCs) and Indian Tribes as prescribed in FAR 19.703(c) & FAR 52.219-9.

(**includes all small businesses, including Small, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns, and Historically Black Colleges, Universities and Minority Institutions (HBCU/MI))

(Include 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k below).

Attach supporting rationale for goals less than 65 %.

Notes:

- (1) Lines 1.b + 1.c = 100% of Line 1.a
- (2) Lines 2.a + 2.b = 100% of Line 1.b
- (3) Lines 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k are calculated against Line 1.b, the total value of overall subcontracting dollars.
- (4) Subcontracts to companies that qualify in multiple categories of SB must be reported under each category. For example: if you are planning to subcontract \$100,000 to company ABC, a woman-owned small disadvantaged business that is also a certified HUBZone, you will report \$100,000 on line 2.b (SB), 2.c (HUBZone), 2.d (WOSB) and 2.e (SDB).
- (5) The sum of 2.c through 2.k does not automatically equate to the value of 2.b.
- (6) Designated HUBZone Small Businesses must be certified by the Small Business Administration (SBA).

- c. HUBZone SB \$ _____ _____ % of 1.b

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This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are qualified HUBZone small business concerns certified by SBA. Attach supporting rationale for goals less than 6%. (Included in 2.b, above, as a subset.)

d. Woman-Owned SB \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are WOSB. Attach supporting rationale for goals less than 15%. (Included in 2.b, above, as a subset.)

e. Small Disadvantaged Business \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by Socially and Economically Disadvantaged individuals (include in this category the planned subcontracting dollars to HBCU/MI shown in 2.h below, and the planned subcontracting dollars to ANCs and Indian Tribes shown in 2.j below). Attach supporting rationale for goals less than 15%. (Included in 2.b, above, as a subset.)

f. Veteran-Owned SB \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by VOSB (include in this category the planned subcontracting dollars to SDVOSB shown in 2.g below). Attach supporting rationale for goals less than _____%. (Included in 2.b, above, as a subset.)

g. Service-Disabled Veteran-Owned SB \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by SDVOSB. Attach supporting rationale for goals less than 5%. (Included in 2.b and 2.f, above, as a subset.)

h. Historically Black Colleges & Universities/Minority Institutions \$ _____ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to HBCU/MI as identified in FAR 26. (Included in 2.b and 2.e, above, as a subset.)

i. AbilityOne (Formerly JWOD) \$ _____ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to AbilityOne participating Nonprofit Agencies (sometimes referred to community rehabilitation programs, work centers, industries, or rehabilitation facilities). Per DFARS 219.703, subcontracts awarded to qualified non-profit agencies for the blind or severely disabled may be counted toward the small business subcontracting goal. (Included in 2.b, above, as a subset.)

j. Alaskan Native Corporations & Indian Tribes \$ _____ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not SDBs where you are either subcontracting directly to the ANC or Indian Tribe or where you have

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been designated to receive their SDB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b and 2.e, above, as a subset.)

k. Alaskan Native Corporations & Indian Tribes \$ _____ % of l.b.

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not small businesses where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b, above, as a subset.)

3. The following principal products and/or services will be subcontracted under this contract. Additional sheets may be added as required. (See FAR 19.704(a)(3))

a. Products/services planned for subcontracting to LB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____
_____	_____

b. Products/services planned to be subcontracted to SB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____
_____	_____

c. Products/services planned to be subcontracted to HUBZone concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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d. Products/services planned to be subcontracted to WOSB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
<hr/>	<hr/>
<hr/>	<hr/>

e. Products/services planned for subcontracting to SDB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
<hr/>	<hr/>
<hr/>	<hr/>

f. Products/services planned for subcontracting to VOSB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
<hr/>	<hr/>
<hr/>	<hr/>

g. Products/services planned for subcontracting to SDVOSB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
<hr/>	<hr/>

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h. Products/services planned for subcontracting to HBCU/MIs:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
<hr/>	<hr/>
<hr/>	<hr/>

i. Products/services planned for subcontracting to AbilityOne organizations (formerly JWOD):

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
<hr/>	<hr/>
<hr/>	<hr/>

j. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SDBs. (See 2.j above for explanation):

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
<hr/>	<hr/>
<hr/>	<hr/>

k. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SBs. (See 2.k above for explanation.)

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
<hr/>	<hr/>

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(ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED)

4. The following method was used to develop the above subcontracting goals. Include a statement explaining how the products and services to be subcontracted were established, how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, VOSB, SDVOSB concerns, HBCU/MIs, AbilityOne program participants, ANCs and Indian Tribes were determined, and how their capabilities were determined. (See FAR 19.704(a)(4))

5. Source lists utilized in making the determinations in paragraph 4, above are as follows: (See FAR 19.704(a)(5))

6. Indirect and overhead costs have have not been included in the goals specified in 1. and 2. above. If "have" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, HBCU/MI, AbilityOne program participants, ANCs, and Indian Tribes, and the products and services planned: (See FAR 19.704(a)(6))

7. The following employee will administer the subcontracting program: (See FAR 19.704(a)(7))

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

EMAIL: _____

TITLE: _____

This individual's specific duties, as they relate to the firm's subcontracting plan, are general overall responsibility for this company's Small Business Program. This person should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices. If the prime decides to change the person in this position, they must notify the Contracting Officer and the Deputy for Small Business. The administrator is responsible for the development, preparation and execution of this subcontracting plan, 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 SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, AbilityOne program participants, HBCU/MIs, ANCs, and Indian Tribes (hereafter referred to as the small business community) from all possible sources.

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- b. Ensuring that procurement packages are structured to permit the small business community to participate to the maximum extent possible.
- c. Assuring inclusion of the small business community 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 the small business community participation.
- e. Ensuring periodic rotation of potential subcontractors on bidders lists.
- f. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by the small business community.
- 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 the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- j. Monitoring attainment of proposed goals.
- k. Preparing and submitting required periodic subcontracting reports.
- l. Coordinating contractor's activities during the conducting 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:

8. The following efforts will be taken to assure that the small business community will have an equitable opportunity to compete for subcontracts. (See FAR 19.704(a)(8))

- a. Outreach efforts will be made by identifying:
 - Contacts with minority and small business trade associations.
 - Contacts with business development organizations.
 - Attendance at small and minority business procurement conference and trade fairs.

- b. Sources will be requested from the *Central Contractor Registration (CCR)* website available at <http://www.ccr.gov/> on the Internet.

Automated data base sources to be used, other than CCR, will be as follows.

- c. 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.
 - (iii) Arrange interviews with the small business community.

- d. Describe how your small business data base, source lists, guides, and other data will be maintained and utilized by buyers in soliciting subcontracts; e.g., rotation of firms in the data base, keeping data base current and useful, etc.

- e. Additions to (or deletions from) the above listed efforts are as follows:

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9. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns " will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns, who receive subcontracts in excess of \$650,000 (\$1,500,000 for Construction) will be required to adopt and comply with subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of P.L. 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 small and small disadvantaged subcontractors, 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 review subcontracting program progress. (See FAR 19.704(a)(9))
10. The offeror (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 offeror (contractor) with the subcontracting plan and with FAR clause 52.219-8. (See FAR 19.704(a)(10)(i) and (ii))
11. The offeror (contractor) agrees to: (See FAR 19.704(a)(10)(iii)-(vi))
 - a. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS and FAR Clause 52.219-9;

1 st reporting period – Oct 1 through March 31	Submit NLT 30 April
2 nd reporting period – Oct 1 through September 30	Submit NLT 30 October

A separate "Final" ISR is required at contract completion.

Upon award of the contract, the identity of the individual(s) responsible for acknowledging receipt or rejecting the ISR and the SSR will be provided to the awardee.

- b. Ensure that its large business subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- c. Provide its prime contract number and its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first tier large business subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- d. Require that each large business subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its large business subcontractors with subcontracting plans.
- e. Ensure that the identified Contracting Officer and Small Business Specialist assigned to the contract are included on the eSRS email notification distribution upon submission of each report.

****Note 1: If contract value is \$25,000 or more and the solicitation includes FAR Clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, ensure additional reporting requirements are met in eSRS in accordance with this clause.***

12. The offeror (contractor) agrees to maintain at least the following types of records to document compliance with this subcontracting plan: (See FAR 19.704(a)(11))
 - a. Source lists, guides, and other data identifying concerns in the small business community.
 - b. Organizations contacted to locate firms in the small business community.
 - c. On a contract-by-contract basis, records on all subcontract solicitations over \$150,000 and indicating for each solicitation;
 - (i) whether concerns in the small business community were solicited, and if not, why not; and
 - (ii) reasons for the failure of the solicited concerns in the small business community to receive the subcontract award.

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- (iii) written designations from ANCs or Indian Tribes, in accordance with FAR 19.703, if applicable.
- d. Records to support other outreach efforts, e.g., contacts with small business trade associations, business development organizations, and attendance at small business procurement conferences and trade fairs, and frequency of accessing CCR.

*****END OF PLAN*****

The original copy of this plan is included in the file and made a material part of the contract.

Copy to:
Small Business Specialist
SBA PCR

GUARANTY AGREEMENT FOR CORPORATE GUARANTOR

(Applicable to One or More Government Contracts)

The undersigned _____

(Insert Guarantor's Name)

(Insert Guarantor's Address)

for itself, its successors and assigns, hereinafter referred to as the Guarantor, requests the United States of America (Department of Defense) hereinafter called the Government, to award contract or contracts to

_____ a corporation

(Insert Contractor's Name)

organized under the laws of the State of _____ having its principal place of business

at _____

(Street Address)

in the City of _____ in the State of _____,

herein after called the Contractor. The undersigned Guarantor agrees to guarantee absolutely to the Government the full, complete and faithful performance of the Contractor of any and all contracts, hereinafter referred to as such contract, according to the terms and conditions thereof and at the time and in the manner provided therein.

In consideration of the award of any and all contracts to the Contractor, the undersigned Guarantor agrees as follows:

1. *Guaranty.* The Guarantor absolutely guarantees the full, complete and faithful performance by the Contractor of such contract, as such contract may be from time to time amended as authorized by its terms, according to the terms and conditions of such contract as so amended, and at the time and in the manner provided therein. The Guarantor agrees to provide the Contractor all necessary and required resources including financing, which are necessary to assure the full, complete and satisfactory performance of such contract.
2. *Extension of Time of Performance.* Any extension of the time of performance of such contract as so amended shall not release the undersigned Guarantor from liability hereon.
3. *Assignment.* This instrument shall bind the undersigned Guarantor, its successors and assigns. If any person, firm, corporation or entity other than the Contractor becomes obligated to perform the contract or any part thereof, whether by operation of law or otherwise, any and all rights of the Government against the Guarantor shall remain in full force.
4. *Default.* In the event of termination for default under the terms of such contract, or in the event of failure, insolvency, default, bankruptcy, arrangement, appointment of receiver of the Contractor or other liquidation of the Contractor, the Guaranty herein shall become absolute.
5. *Waiver of Notice.* The Guarantor waives notice of default on the part of the Contractor and agrees that its Guaranty shall become absolute without necessity for the giving of such notice.
6. *Continuation of Guaranty.* The Guaranty herein shall continue until full, complete and faithful performance of such contract as it may be from time to time amended as authorized by its terms.
7. *Default Liability.* In addition to all other guarantees contained in this Agreement, in the event that the Government terminates such contract for default and awards the uncompleted portion of such contract to another source at a fair and reasonable price, the Guarantor shall be liable for any excess costs incurred by the Government as a result of such procurement and for the repayment of any unrecouped payments (e.g., partial payments, Progress Payments, or Advance Payments) paid to the Contractor by the Government. In addition, the Guarantor shall be liable for all costs and expenses paid or incurred by the Government in enforcing this Guaranty. The Contracting Officer representing the Government in connection with such contract shall determine the total costs and expenses, if any, incurred by the Government.
8. *Enforcement.* This Guaranty Agreement shall inure to the benefit of and may be enforced by the Government.
9. *Construction.* Nothing in this Guaranty Agreement shall be construed to obligate the Government to award a contract to the Contractor.

10. Coverage, Termination, Waiver, and Expiration.

- a. Except as otherwise provided herein, this Guaranty Agreement refers to and shall be effective with respect to any and all contracts for supplies or services entered into, on or after the date of this Agreement between the Government and the Contractor. Unless otherwise indicated by the context the singular of the word "contract" as used in this Agreement shall mean the plural term "contracts" whenever this Agreement shall become effective with respect to more than one contract between the Government and the Contractor. For the purpose of any additional procurement of supplies or services called for by any agreement supplemental to a contract between the Government and the Contractor, the term "contract" shall refer to such supplemental agreement.

Additionally, this Agreement will include the contracts already in existence between the Contractor and the Government before the Agreement date, as specified here:

- b. The Guaranty Agreement is a continuing guaranty and shall remain in full force and effect until the later of (1) the performance in full of the guaranteed obligations, or under the guaranteed contracts. (2) the termination of all continuing obligations and commitments of the Contractor under the guaranteed contracts. In the case of termination of the continuing commitments of the Contractor on any guaranteed contract, the termination notices must be given in writing citing the affected contracts.
- c. When the Government Contracting Officer determines that it is in the best interest of the Government to do so, the Contracting Officer may, by written notice addressed to the Guarantor at the Guarantor's address shown herein, waive the effect of this Agreement with respect to any specifically identified individual contract between the Government and the Contractor entered into after the date of such written notice. A separate written notice shall be given with respect to each contract that the Contracting Officer determines shall not be subject to the effect of this Agreement.
- d. In the event that all of the contracts covered by this Guaranty Agreement have been satisfactorily completed by the Contractor including all continuing commitment of the Contractor under the contracts, the Guarantor may request the cognizant Government Contracting Officer for this Guaranty Agreement to issue a written notice which states that this Guaranty Agreement is considered to have expired.

Executed the _____ day of _____ year of _____.

(Guarantor)

By _____
(Title)

(Business Address)

Witness _____

Witness _____

I, _____, certify that I am the duly elected Secretary of the Corporation named as Guarantor herein; that _____ who signed this Agreement on behalf of the Guarantor, was then _____ of said Corporation, that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal:

(Secretary)

Receipt of a copy of the above Guaranty Agreement is acknowledged.
THE UNITED STATES OF AMERICA

By _____

(Contracting Officer)

(Contracting Officer Address)

DOCUMENT 00202

EVALUATION FACTORS FOR AWARD

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PART I. GENERAL

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- 2.1. EVALUATION CRITERIA AND BASIS OF AWARD
- 2.2. PRICE EVALUATION
- 2.3. TECHNICAL EVALUATION FACTORS AND SUBFACTORS
- 2.4. RATING SCHEME

ATTACHMENTS

- (A) Construction Experience Project Data Sheet
- (B) Past Performance Questionnaires

PART I. GENERAL

1.1 INTENT TO AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate the three lowest priced proposals for fair and reasonableness and technical acceptability; then select the lowest reasonably priced technically acceptable offer and award a contract (within the funds available) without conducting discussions. Therefore, the initial proposal shall conform to the solicitation requirements and should contain the best offer from a technical and price standpoint. If none of the three lowest priced proposals are found to be technically acceptable, then the Government will evaluate the remaining offers for price reasonableness and technical acceptability.

1.2 COMPETITIVE RANGE

If discussions are deemed necessary to maximize the Government's ability to obtain the best value, discussions will be held with those offerors within the competitive range. The Government may limit the number of proposals in the competitive range to the most highly rated proposals.

1.3 ENFORCEABILITY OF PROPOSAL

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the offeror agrees that all items proposed (e.g., subcontractors with teaming agreements) will be enforced for the duration of the contract. Any substitutions after contract award will be equal or better than as proposed and shall require Contracting Officer's approval prior to implementation.

PART II. EVALUATION FACTORS / RATING SCHEME

2.1 EVALUATION CRITERIA AND BASIS OF AWARD

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined to be the lowest evaluated price of proposals meeting or exceeding the acceptability standards for technical factors.

2.2 PRICE EVALUATION

a. One or more of the following techniques will be used to evaluate CLIN 0001 to ensure that it is fair and reasonable:

- Comparison of proposed prices received in response to the solicitation;
- Comparison of proposed prices with the independent Government Estimate;
- Comparison of previously proposed prices and previous Government and commercial prices with current proposed prices for the same or similar service/items, if both the validity of the comparison and the reasonableness of the previous prices(s) can be established.

b. The price proposals will be ranked from lowest to highest based on the evaluation criteria stated above.

2.3 TECHNICAL EVALUATION FACTORS

The following technical evaluation factors of equal importance shall be used to evaluate the technical proposals.

FACTOR 1: EXPERIENCE

FACTOR 2: PAST PERFORMANCE

FACTOR 3: SAFETY

FACTOR 1 – EXPERIENCE:

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

Submit a maximum of three (3) relevant construction projects for the offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the solicitation. The Government will only review three projects. Any projects submitted in excess of the three (3) for Experience will not be considered. For purposes of this evaluation, a relevant project is further defined as:

RELEVANT CONSTRUCTION PROJECT: New construction of large, long span, heavy structural steel framed aircraft hangars or large, long span, heavy structural steel framed buildings/structures with substantial column-free areas, such as, steel framed sports arenas and industrial or manufacturing facilities. Projects must be similar in scope and complexity as the proposed project. “Similar in scope and complexity as the proposed project” means projects with similar spans and column-free areas that are supported by heavy structural steel truss framing systems. Projects must have been completed or substantially completed within the past ten (10) years of the date of issuance of this solicitation and must be approximately \$20M in dollar value or more.

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather offerors shall submit the work performed under a task order as a project.

“Substantially completed” is defined as at least 90% physically complete.

Definition: “Offeror” typically refers to a single corporation submitting the proposal as a prime contractor. “Offeror” is also defined as other legal entities such as joint ventures, Limited Partnerships (LTD), and Limited Liability Companies (LLC). In its evaluation of past performance and experience, the Government’s evaluation will generally focus on the entities submitting the proposal (individual joint venture partners, the LTD or the LLC).

The attached Construction Experience Project Data Sheet (Attachment A) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this solicitation (i.e.: unique features, area, construction methods).

If the offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects must be submitted for the Joint Venture members.

If an offeror is utilizing experience and past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract in order for the experience and past performance information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g., personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies will provide to this project.

The offeror may utilize experience of a subcontractor that will perform relevant aspects of the requirement to demonstrate construction experience under this evaluation factor. The offer must provide a teaming agreement signed by the prime and subcontractor and an explanation of the meaningful involvement that the subcontractor will have in performance of this contract.

(b) Basis of Evaluation:

The basis of evaluation will include the offeror's demonstrated experience in performing a minimum of one (1) relevant construction projects as defined in the solicitation submittal requirements.

Factor 2 – Offeror's Past Performance:

(a) Solicitation Submittal Requirements:

If a completed Construction Contractor Appraisal Support System (CCASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for construction experience. If a completed CCASS evaluation is not available then submit Past Performance Questionnaires (PPQs) (Attachment B) for each project included in Factor 2 for Construction Experience. It shall not be from a prime contractor to a sub-contractor. The offeror shall provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors may submit PPQs previously submitted for other solicitations.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 2 – Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance awards or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation focuses on how well the offeror performed on the relevant projects submitted under Factor 2 – Experience and past performance on other relevant construction projects currently documented in known sources. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the solicitation.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

Factor 3 – Safety

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture; however, only one safety narrative is required. TRC and DART Rates shall not be submitted for subcontractors.)

(1) OSHA Total Recordable Case (TRC) Rate:

For the five (5) previous complete calendar years, submit your OSHA Total Recordable Case (TRC) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA TRC Rate, affirmatively state so, and explain why. If the TRC rate exceeds 4.0, the Offeror shall provide an explanation of the circumstances that caused the TRC rate (s) to exceed 4.0 and actions taken to prevent future occurrences.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

For the five (5) previous complete calendar years, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. If the DART rate(s) exceeds 3.0, the Offeror shall provide an explanation of the circumstances that caused the DART rate (s) to exceed 3.0 and actions taken to prevent future occurrences.

(3) Technical Approach for Safety:

Describe the plan that the Offeror will implement to qualify, evaluate, select and oversee its potential subcontractors. The Safety narrative shall be limited to one (1) double-sided page (or two (2) single-sided pages) in total. Offerors **must** submit both (1) a plan to include the safety performance of subcontractors in the selection process for all levels of subcontractors and (2) a plan to monitor the safety of those subcontractors during contract performance, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose EMR is greater than 1.0, whose TRC is greater than 4.0 and whose DART rate is greater than 3.0.

(b) Basis of Evaluation:

The acceptability of the Offeror’s safety record will be based upon (1) OSHA Total Recordable Case (TRC) Rate of 4.0 or less OR if the TRC rate exceeds 4.0, the Offeror’s explanation of the circumstances that caused the TRC rate(s) to exceed 4.0 and actions taken to prevent future occurrences; (2) Days Away from Work, Restricted Duty, or Job Transfer (DART) of 3.0 or less OR if the DART rate exceeds 3.0, the Offeror’s explanation of the circumstances that caused the DART rate(s) to exceed 3.0 and actions taken to prevent future occurrences; and (3) the Offeror’s Technical Approach to Safety for (1) if subcontractor safety performance will be considered in the qualification, evaluation, selection, of all levels of subcontractors on this project and (2) the plan to monitor the safety of those subcontractors during contract performance.

2.4 RATING SCHEME

The following information is pertinent to the rating of the technical proposals:

- a. **Deficiency:** A material failure of the proposal to meet a Government requirement.
- b. If the proposal contains an **Unacceptable** rating for any of the Factors, the overall rating of the technical proposal will be **Unacceptable**. An overall technical rating of **UNACCEPTABLE** makes a proposal ineligible for award.

FACTOR 1 – EXPERIENCE:

ACCEPTABLE	Proposal meets the requirements of the solicitation.
UNACCEPTABLE	Proposal does not meet the requirements of the solicitation.

FACTOR 2 – PAST PERFORMANCE:

ACCEPTABLE	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “acceptable.”
UNACCEPTABLE	Based on the offeror’s performance record, the Government does not have a reasonable expectation that the offeror will successfully perform the required effort.

FACTOR 3 – SAFETY:

Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

8. Provide a detailed description of the project and the relevancy to the project requirements of this RFP (i.e.: unique features, square footage, construction methods), including any sustainable features or USGBC LEED certifications. If design-build, include a description of the design-effort.

9. Provide a detailed description of what work your firm self-performed on this project:

10. Other Information:

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:

CAGE Code:

Address:

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (to include all modifications, if applicable):

Explain Differences:

4. Project Description:

Complexity of Work High Med Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N

Contractor Information (Firm Name): _____

Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):