

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE _____ OF _____ PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER <i>(If applicable)</i>
6. ISSUED BY CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i>
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED <i>(SEE ITEM 13)</i>

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

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

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

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

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

Previous edition unusable

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification):

The purpose of this amendment is to resolicit this requirement and change the opportunity from being unrestricted to be a 100% Small Business set aside, to change the solicitation closing date, to change the Site Visit date, to change the due date submission of the solicitation questions and to correct typos and update the Wage Determination.

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- a. To change the SF 1442, Block 10. Paragraph A. from "A. This is a Request for Proposal unrestricted/Full and Open competition." to read "A. This is a Request for Proposal under a 100% Small Business set aside."
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- b. To change the SF 1442, Block 10. Paragraph D. from "D. A site visit will be conducted on Wednesday, 23 August 2023 at Hurlburt Field AFB, Florida at 9:00 a.m. CST. See Section L, Site Visit for details." to read "D. A site visit will be conducted on Thursday, 26 October 2023 at Child Development Center, West, 26 Weaver St, Building 90306 at Hurlburt Field AFB, Florida at 2:00 a.m. CST. See Section L, Site Visit for details."
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- c. To change the SF 1442, Block 13. Paragraph A. from "a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:30 p.m. (hour) local time 11 Sep 2023 (date)." to read "a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:30 p.m. (hour) local time 20 November 2023 (date)."
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- d. To change Section H Special Contract requirements Submission of Questions to read as follows:
SUBMISSION OF QUESTIONS: Questions regarding this solicitation must be submitted in writing via email to the two individuals listed above in Section G no later than close of business 3 November 2023 at 4:00 p.m., CST, 6 business days after the date of the site visit.
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- e. To change Section I, Section K and Section M typographical errors.
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- f. To change Section J Attachment 3 - Wage Determination FL20230217, dated 12 January 2023 (6 pages) to read "Attachment 3 - Wage Determination FL20230217, dated 29 September 2023 (7 pages)".

Section A - Solicitation/Contract Form

The following changes have been made:

INFORMATION	FROM	TO
Contract Description	Project Title: ADDITION TO CHILD DEVELOPMENT CENTER (CDC) WEST BUILDING 90306, HURLBURT FIELD, FLORIDA Project Number: CP1024656 A. This is a Request for Proposal unrestricted /Full and Open competition. B. NAICS Code for this requirement: 236220, Standard Size \$45 Million dollars. C. The magnitude of this project is between \$1 million and \$5 million. D. A site visit will be conducted on Wednesday, 30 August 2023 at Hurlburt Field AFB, Florida at 9:00 a.m. CST. See Section H, Submission of Proposals for the Site Visit details. E. Enter Prices in Section B using, TYPED or BLACK/BLUE INK ONLY. F. Offer shall be registered in the System for Award Management (SAM) and Business to be eligible for award of contract. G. All questions and proposal correspondence if applicable is to be sent directly to Tina L. Kneip, tina.kneip.1@us.af.mil and Christine Young, christine.young.1@us.af.mil. H. Offeror shall submit one electronic copy (CD or DVD) only of the proposal. Email proposal submissions will not be accepted. Disks may be hand carried or mailed using FedEx or UPS to: 1 SOCONS/PKB, Attention: Tina L. Kneip and Christine Young, 350 Tully Street, Building	Project Title: ADDITION TO CHILD DEVELOPMENT CENTER (CDC) WEST BUILDING 90306, HURLBURT FIELD, FLORIDA Project Number: CP1024656 A. This is a Request for Proposal unrestricted/Full and Open competition. B. NAICS Code for this requirement: 236220, Standard Size \$45 Million dollars. C. The magnitude of this project is between \$1 million and \$5 million. D. A site visit will be conducted on Thursday, 26 October 2023 at Child Development Center, West, 26 Weaver St, Building 90306, Hurlburt Field AFB, Florida at 2:00 p.m. CST. See Section H, Submission of Proposals for the Site Visit details. E. Enter Prices in Section B using, TYPED or BLACK/BLUE INK ONLY. F. Offer shall be registered in the System for Award Management (SAM) and Business to be eligible for award of contract. G. All questions and proposal correspondence if applicable is to be sent directly to Tina L. Kneip, tina.kneip.1@us.af.mil and Christine Young, christine.young.1@us.af.mil. All questions are to be emailed not later than 4:00 p.m. CST on Friday, 3 November 2023. H. Offeror shall submit one electronic copy (CD or DVD) only of the proposal. Email proposal submissions will not be accepted. Disks may be hand carried or mailed using FedEx or UPS to: 1 SOCONS/PKB, Attention: Tina L. Kneip and Christine Young, 350 Tully Street, Building 90339, Hurlburt Field, FL 32544-5640.

	90339, Hurlburt Field, FL 32544-5640.	
Response Due Date	19 Sep 2023	20 Nov 2023

Section H - Special Contract Requirements

Miscellaneous text in this section has been modified to:

SUBMISSION OF QUESTIONS: Questions regarding this solicitation must be submitted in writing via email to the two individuals listed above in Section G **no later than close of business 3 November 2023 at 4:00 p.m., CST, 6 business days after the date of the site visit.**

SUBMISSION OF PROPOSALS: Offeror is responsible for submitting their proposal so as to reach the NAFI Contracting office designated in the solicitation by the date/time specified. Personnel requiring access to Hurlburt Field for the purpose of **delivering a proposal or attending the site visit must email a written request** containing the **company name** and the **full name** (First, Middle, Last) of person(s) requiring access to the Contract Specialist, Christine Young(christine.young.1@us.af.mil), and the Contracting Officer, Tina Kneip (tina.kneip.1@us.af.mil). Hurlburt Field base access requests must be received NLT 72 hours prior to the date and time established for receipt of proposals. All individuals will enter through the Commercial gate, (CVI gate) located on Downs Rd, Hurlburt Field and the CVI gate entrance/exit is located off of Martin Luther King Jr Blvd. Please allow extra time to obtain your temporary base pass at the Commercial gate.

VALID ID: For either the site visit or submission of proposals, all personnel requesting access to Hurlburt Field must possess a valid State or Government picture identification card. Furthermore, individuals presenting identification cards from a state that is non-compliant with the REAL ID Act will require additional documentation to gain base access. Additional documentation includes a valid U.S. or foreign government issued passport, an employment authorization document that contains a photograph, or identification cards issued by federal state or local government agencies that include a photo and biographic information. A full list of REAL ID Act compliant and non-complaint states can be found at <https://www.dhs.gov/real-id>. Personnel requesting vehicle access to Hurlburt Field must provide a valid driver's license, current vehicle registration, and valid vehicle insurance.

SITE PROTECTION DURING HURRICANE SEASON

Normally, the period from 1 June through 30 November is the premier season for Hurricanes, Tropical Storms and Tropical Depressions for Hurlburt Field, FL and surrounding areas. In the event of a hurricane and at the direction of the Contracting Officer, the Contractor shall be responsible for:

- a) Securing all equipment, materials and cleaning up the work area;
- b) Continuing normal operations until directed otherwise by the Contracting Officer;
- c) Evacuating the base as directed by the Contracting Officer;
- d) Provide a POC to the Contracting Officer to recall the contractor after the danger is over;
- e) Be prepared to resume normal operations when notified by the Contracting Officer. The work site should be free of objects capable of becoming airborne and causing a hazard. For service contracts, damages occurring as a result of contractor debris are the responsibility of the contractor and will be handled in accordance with FAR 52.237-2, this clause and other requirements of this contract. For construction contracts, per FAR clauses 52.236-9 and 52.236-12, you are required to maintain your work area free of debris and in a safe and secure condition at the completion of each workday with particular care during the hurricane season.

SPECIAL CLAUSES FOR CONSTRUCTION

NFC-203-14 - DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

- (a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
Defense Hotline Posters	http://www.dodhotline.dodig.mil/Hotline/posters.cfm

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph(d), in all subcontracts that exceed \$5.5 million, except when the subcontract

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(c) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

NFC-225-9 - BUY AMERICAN-CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* As used in this clause--"Commercially available off-the-shelf (COTS) item"

(1) Means any item of supply (including construction material) that is

(i) A commercial item;

(ii) Sold in substantial quantities in the commercial marketplace; and

(ii) Offered to the NAFI, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the NAFI are supplies, not construction material.

"Cost of components" means

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non availability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50States, the District of Columbia, and outlying areas.

(a) Domestic preference.

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the NAFI as follows:

NONE _____ [Contracting Officer to list applicable excepted materials or indicate "none"]

(2) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the NAFI determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(b) Request for determination of inapplicability of the Buy American statute.

(1)

Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for NAFI evaluation of the request, including

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the NAFI determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign

construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the NAFI determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(a) **Data.** To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

NFC-252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Full text is available online at: <https://www.afnafpo.afsv.net/pages/Construction-Support/Construction-Support.aspx> (NAF Contracting).

CLAUSES INCORPORATED BY REFERENCE

NFC-202-1	Definitions	
NFC-203-2	Certificate of Independent Price Determination	
NFC-203-3	Gratuities	
NFC-203-5	Covenant Against Contingent Fees	
NFC-203-7	Anti-Kickback Procedures	
NFC-203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	
NFC-203-10	Price or Fee Adjustment for Illegal or Improper Activity	
NFC-203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	
NFC-203-12	Limitation on Payments to Influence Certain Federal Transactions	

NFC-203-13	Contractor Code of Business Ethics and Conduct	
NFC-203-17	Contractor Employee Whistleblower Rights and Requirement to Inform appraisals	
NFC-204-3	Taxpayer Identification	
NFC-204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	
NFC-204-9	Personal Identity Verification of Contractor Personnel	
NFC-204-12	Data Universal Numbering System Number Maintenance	
NFC-204-19	Incorporation by Reference of Representations and Certifications	
NFC-209-2	Prohibition on Contracting with Inverted Domestic Corporations - Representation.	
NFC-209-5	Certification Regarding Responsibility Matters	
NFC-209-6	Protecting the NAFI's Interest When Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment	
NFC-209-9	Updates of Publicly Available Information Regarding Responsibility Matters	
NFC-210-1	Market Research	

NFC-211-10	Commencement, Prosecution, and Completion of Work	
NFC-211-13	Time Extensions	
NFC-215-2	Audit and Records--Negotiations	
NFC-215-6	Place of Performance	
NFC-215-8	Order of Precedence--Uniform Contract Format	
NFC-222-1	Notice to the NAFI of Labor Disputes	
NFC-222-4	Contract Work Hours and Safety Standards-Overtime Compensation	
NFC-222-5	Employment Eligibility Verification.	
NFC-222-6	Construction Wage Rate Requirements.	
NFC-222-7	Withholding of Funds.	
NFC-222-8	Payrolls and Basic Records	
NFC-222-9	Apprentices and Trainees.	
NFC-222-10	Compliance with Copeland Act Requirements.	

NFC-222-11	Subcontracts (Labor Standards)	
NFC-222-12	Contract Termination- Debarment.	
NFC-222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	
NFC-222-14	Disputes Concerning Labor Standards.	
NFC-222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	
NFC-222-22	Previous Contracts and Compliance Reports	
NFC-222-25	Affirmative Action Compliance	
NFC-222-27	Affirmative Action Compliance Requirements for Construction.	
NFC-222-37	Employment Reports on Veterans.	
NFC-222-38	Compliance with Veterans' Employment Reporting Requirements	
NFC-222-40	Notification of Employee Rights Under the National Labor Relations Act.	

NFC-223-1	Biobased Product Certification
NFC-223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
NFC-223-3	Hazardous Material Identification and Material Safety Data.
NFC-223-4	Recovered Material Certification
NFC-223-6	Drug-Free Workplace.
NFC-223-9	Estimate of Percentage of Recovered Material Content for EPA - Designated Items.
NFC-223-10	Waste Reduction Program.
NFC-223-15	Energy Efficiency in Energy-Consuming Products.
NFC-223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.
NFC-223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
NFC-224-1	Privacy Act Notification.
NFC-224-2	Privacy Act.

NFC-225-2	Buy American Act Certificate
NFC-225-4	Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate
NFC-225-6	Trade Agreements Certificate
NFC-225-13	Restrictions on Certain Foreign Purchases
NFC-227-1	Authorization and Consent.
NFC-227-2	Notice and Assistance Regarding Patent and Copyright Infringement.
NFC-227-4	Patent Indemnity- Construction Contracts.
NFC-227-6	Royalty Information
NFC-227-15	Representation of Limited Rights Data and Restricted Computer Software
NFC-228-2	Additional Bond Security.
NFC-228-11	Pledges of Assets
NFC-228-12	Prospective Subcontractor Requests for Bonds.
NFC-228-14	Irrevocable Letter of Credit.

NFC-228-15	Performance and Payment Bonds- Construction.
NFC-229-3	Federal, State, and Local Taxes.
NFC-232-5	Payments under Fixed-Price Construction Contracts.
NFC-232-17	Interest.
NFC-232-27	Prompt Payment for Construction Contracts.
NFC-232-34	Payment by Electronic Funds Transfer - Other than System for Award Management
NFC-232-39	Unenforceability of Unauthorized Obligations.
NFC-233-3	Protest after Award.
NFC-233-4	Applicable Law for Breach of Contract Claim
NFC-236-2	Differing Site Conditions
NFC-236-3	Site Investigation and Conditions Affecting the Work.
NFC-236-5	Material and Workmanship.

NFC-236-6	Superintendence by the Contractor
NFC-236-7	Permits and Responsibilities.
NFC-236-8	Other Contracts.
NFC-236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.
NFC-236-10	Operations and Storage Areas.
NFC-236-11	Use & Possession Prior to Completion.
NFC-236-12	Cleaning Up.
NFC-236-13	Accident Prevention.
NFC-236-14	Availability and Use of Utility Services.
NFC-236-15	Schedules for Construction Contracts.
NFC-236-17	Layout of Work.
NFC-236-21	Specifications and Drawings for Construction.

NFC-236-26	Preconstruction Conference.
NFC-242-13	Bankruptcy
NFC-242-14	Suspension of Work
NFC-244-6	Subcontracts for Commercial Items
NFC-245-1	NAFI Property
NFC-246-21	Warranty of Construction
NFC-248-1	Value Engineering--Construction
NFC-249-10	Default (Fixed-Price Construction)

Section J - List of Attachments

Miscellaneous text in this section has been modified to:

Attachment 1 - Specifications, dated 4 Sep 2020 (976 pages)

Attachment 2 - Drawings, dated 4 Sep 2020 (93 pages)

Attachment 3 - Wage Determination FL20230217, dated 29 September 2023 (7 pages)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

Miscellaneous text in this section has been modified to:

1.0 GENERAL INSTRUCTIONS

1.1 General Information

1.1.1 The offeror's proposal must include all data and information requested by these Instructions to Offerors and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Specifications and Solicitation. Non-conformance with the instructions provided in these Instructions to Offerors may result in an unfavorable proposal evaluation.

1.1.2 The proposal acceptance period is specified in Block13, SF 1442, of this solicitation. By signing block 20B of the SF 1442, the offeror certifies that the proposal is valid from the due date and time listed in block 13A through the entire period specified in block 13D.

1.1.3 All referenced documents for this solicitation are available on the Contract Opportunities website at <https://sam.gov/>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

1.1.4 The NAFI/Contracting Officer reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such revisions or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted on the SAM.gov website. If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Offerors MUST acknowledge all amendments in their proposal, either by completing SF 1442 Block 19, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

1.1.5 The Contracting Officer/Contract Specialist listed below are the point of contacts for this acquisition. Address any questions or concerns you may have to the Contracting Officer. Written requests for clarification may be sent to the Contracting Officer and Contracting Specialist at the following email addresses:

Contracting Officer: Tina L. Kneip, Email:tina.kneip.1@us.af.mil

Contracting Specialist: Christine M. Young,christine.young.1@us.af.mil

1.1.6 The NAFI/Contracting Officer will retain a copy of all unsuccessful proposals.

1.1.7 The Contracting Officer will notify unsuccessful offerors of the source selection decision in accordance with AFMAN paragraph 8.4. Upon such notification, unsuccessful offerors may request a debriefing within 3 days from the date that the offeror received notification of contract award. The debriefing request must be inwriting sent in email to the addresses in paragraph 1.1.5 above.

1.1.8 If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale as well as the remedies the offeror is asking the Contracting Officer to consider as related to the claimed omission or error. The offeror is reminded that the NAFI reserves the right to award this effort based on the initial proposal, as received, without discussions. This reservation includes matters of additional or substitute pages of the initial proposal.

1.1.9 The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the Contracting Officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested. However, if at any time during this competition the Contracting Officer determines that adequate price competition no longer exists, offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

1.1.10 Who Can Participate. This acquisition is a Full and Open competition procurement. All companies can compete on this acquisition. At the time of initial contract offer and at time of award, each business must be active in SAM.gov and are otherwise eligible.

2.0 SPECIFIC PROPOSAL INSTRUCTIONS

2.1 The following instructions are to aid in the evaluation process.

2.1.1 Offerors are responsible for submitting proposals (including any revisions, and amendments) to reach the office designated in this solicitation by the time specified in this solicitation. Bid bonds must be included with the proposal package and be received at or before the time specified in this solicitation. Only electronic versions of the proposals will be accepted. Paper copies of proposals will not be evaluated, they will be rejected, and will not be considered for award.

2.1.1.1 Proposals SHALL be submitted electronically on disk (CD or DVD) ONLY. The electronic copies of the proposal shall be submitted in a format readable by portable document format (PDF), Microsoft (MS) Office Word 365, MS Office Excel 365, and MS Office Power Point 365. Microsoft (MS) versions 97-2003, 2010 or 2016 can also be utilized. The 50 division excel worksheet (Attachment L3) MUST be submitted in an editable format (excel), a pdf version may accompany the excel file as an addition, if desired. Do not embed files into the proposal documents.

Embedded files will not be evaluated. Disks may be hand carried or mailed using FedEx or UPS to 1 SOCONS/PKB, Attention: Tina L. Kneip and Christine Young, 350 Tully Street, Building 90339, Hurlburt Field, FL 32544. Packages shall be marked with attention to Tina L. Kneip and Christine Young. Contractors should request base access for hand carried proposals NLT 72 hours prior to proposal due date/time. Email proposal submissions will not be accepted.

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2.1.1.2 Proposals shall contain the header of "Controlled Unclassified Information" and "Source Selection Information.

2.1.2 Any proposal, bond, modification, or revision, that is received at the designated office after the exact time specified for receipt of proposals will be "late" and will not be considered unless the Contracting Officer determines the criteria set forth in FAR 15.208 exists.

2.1.3 Proposals shall be complete, clearly presented, and include sufficient detail for effective evaluation as detailed in section M of this solicitation and for substantiating validity of stated claims. The proposal should not simply rephrase or restate the requirements but rather provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the NAFI Contracting Officer has no prior knowledge of the offeror's facilities and/or experience and will rely heavily, on the information presented in the offeror's proposal. Evaluation of a proposal will be conducted solely on the information contained within the proposal package submittal and will not assume that an Offeror possesses any capabilities not specified. Proposals shall be neat, indexed (cross-indexed as appropriate) and assembled electronically in an orderly manner. Elaborate artwork and expensive visual and other presentation aids are neither necessary nor desired. Include only information that is relevant to this source selection.

2.1.4 Organization/Number of Copies/Page Limits.

2.1.4.1 **A complete proposal shall consist of three (3) volumes:** Volume 1, Cost/Price Proposal Volume 2, Technical Schedule, Volume 3, Past Performance and (Executed RFP documents). Specific guidance regarding the content of each volume will be discussed further below. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. When Evaluation Notices (ENs) are necessary, they will be issued by electronic means to prospective offerors. Page limitations may be placed on responses to these ENs and such limitations will be provided at the time the EN is issued.

2.1.4.2 Electronic Page Size, Format and Limit.

2.1.4.2.1 An electronic page is defined as each face of an 8 1/2" X 11" electronic sheet of paper containing information. Page limits apply to all electronic files. Pages in excess of the maximum page limits defined below will not be evaluated. Pages marked "This page intentionally left blank" will not be counted. For the purposes of formatting, the type font shall not be less than 12 pitch. Pages shall be numbered sequentially by individual volume.

Volume 1 - Cost/ Price Proposal and Contractor Responsibility: No Page Limit.

Volume 2 - Technical Proposal Schedule: 20 Page Limit

Volume 3 - Past Performance: 20 Page Limit

2.1.4.2.2 All pages of each volume shall be appropriately numbered and identified with the Request for Proposal (RFP) number(FA441723R0009) listed at the top of the page. Each of the volumes shall be prepared as a single electronic file.

2.1.4.3 Cost or Pricing Related Data. All cost and/or pricing data shall ONLY be addressed in the Cost/Price Proposal Volume.

2.1.4.4 Indexing. Electronic files should be titled appropriately so as to easily discern each volume as outlined in paragraph 2.1.4.2.1 above. Each file shall contain a more detailed table of contents to delineate the subparagraphs within that file. Tab indexing shall be used to identify sections. Indexing is not included in the page limitations.

2.1.4.5 Proposal Acceptance Period. The proposal acceptance period is specified in Block 13d of the Standard Form 1442 of the Solicitation. In accordance with Block 17, the number inserted must be equal to or greater than the number of days listed in Block 13d.

3.0 GENERAL: The Technical proposal shall be prepared in accordance with these instructions and shall be evaluated in accordance with the evaluation criteria and evaluation standards in Section M, Evaluation Factors for Award. Technical proposals shall include necessary information to enable the evaluators to form a definitive conclusion concerning the offeror's ability to perform the required construction.

4.0 **VOLUME 1, FACTOR 1 - PRICE/COST PROPOSAL.** (Submit the Standard Form 1442 and all pages originally included in the RFP. Submit one (1) copy.)

4.1 Complete blocks 14, 15, 16, 17, 19, and 20a-c of the SF1442, Solicitation, Offer, and Award. An authorized official of the firm submitting the offer must sign and date the SF 1442 in block 20a-c. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP, Sections A through K.

4.2 Insert price in Section B for the Contract Line Item. Failure to provide a price for the line item will eliminate you from competition.

4.3 In addition to the line-item pricing in Section B, the contractor shall complete the 50 Division Construction Cost Estimate Worksheet(Attachment L3). Contractor shall fill in construction cost estimate worksheet to include the summary and specific divisions to be utilized for this project. At a

minimum, each division should include breakdowns of specific labor and material cost. The use of lump sum or lot pricing should be avoided. The total amount on the 50 Division Worksheet must match total price as submitted in Volume I Cost Proposal with variance authorized for rounding. Submit the worksheet to the following individuals in paragraph 1.1.5.

4.4 Complete representations and certifications in Section K or in the System for Award Management (SAM).

4.5 Submit the Financial Reference Sheet (Attachment L2) with the top portion only completed.

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4.6 Submit an electronic copy of the original Bid Bond with the proposal package.

5.0 **VOLUME 2, FACTOR 2 - TECHNICAL SCHEDULE.** Offerors shall submit one electronic file of the Technical Proposal Schedule.

5.1 **TECHNICAL FACTOR - Project Schedule:** Using the provided specifications, the offeror must provide a project schedule and narrative which supports the schedule. The proposal shall describe the Contractor's proposed procedures, processes, and methods for tracking the progress of the project and interface with the NAFI/Contracting Office and contractor team from the start date to the end date.

5.1.1 The project schedule and supporting narrative shall identify the separate work elements of the project, the order of work elements to include;

a. project phasing,

b. number of days for each work element,

c. average inclement weather delays

d. identification of long lead time materials. Long lead items such as major equipment, electrical equipment, pre-engineered piping, etc., must be specifically identified in the technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials.

e. Must include the critical path in the progress schedule.

f. At a minimum, the project schedule must include mobilization, submittals, demolition, and major work elements by specification division, final inspection, demobilization, and close-out documents.

g. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period.

5.1.2 The submitted schedule must be developed using project scheduling software such as MS Project, Primavera, or any other comparable software. The AF Form 3064, Contract Progress Schedule may also be used for submission of this item and is recommended. Offerors should only include the work elements necessary to complete the required work.

5.1.3 The AF Form 3064, Contract Progress Schedule shall reflect a 330-day performance period. It is the offeror's responsibility to identify all necessary work elements. The form must show major measurable line items of the construction project, percentage/value of each line item represented in the total proposal cost and a timeline when each line item is scheduled to be completed.

6.0 **VOLUME 3, FACTOR 3 - PAST PERFORMANCE.** Submit one (1) electronic copy. Volume 3 is limited to 20 pages. The Past Performance Questionnaires, Contractor Performance Assessment Reporting System (CPARS) evaluations and the recent and relevant summary that accompanies the offerors proposal should not exceed a maximum of 20 pages.

6.1 Volume 3, Factor 3 - Past Performance - Offerors shall provide adequate past performance information on completed or current contracts (including Federal, State, local government and private) considered most relevant in demonstrating the ability to perform the proposed work as identified within the Specifications. Offerors must provide past performance information to establish Recency and Relevancy on all Federal contracts before State, local government or private contracts. The NAFI's evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects (see Teaming Agreements and JV's, paragraphs 7.0 and 8.0 below), when such information is relevant to the instant acquisition. Offerors are required to explain what aspects of each contract are deemed relevant to complexity and magnitude as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e., aspects of previous projects should match work elements identified in the Solicitation/Specifications).

6.1.1 Provide a summary of the previous contracts described above. The summary should explain what aspects of each contract are deemed recent and relevant as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e., aspects of previous projects should match work elements identified in the Solicitation/Specifications). The summary should not exceed 1 page per reference and include:

a) Name of project (Contract number, if applicable)

b) Name and address of customer or Government agency

c) Name, telephone, and email of customer contact or contracting officer

- d) Total dollar value
- e) Period of performance/Start and Completion date
- f) Brief description of work performed, and why the effort is relevant

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g) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

6.2 Each proposal shall provide recent and relevant information regarding an offeror's actions under previously awarded contracts:

a) Recency Assessment:

An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated. In lieu of a complete project, the Offeror may submit projects that are ongoing as long as, (a) the project is at least 75% complete by this solicitation's issuance date, and (b) the Offeror can validate completion percentage with an approved progress report. For commercial contracts, an equivalent customer validation of progress completion report (signed) may be used in lieu of a NAFI approved progress report.

b) Relevancy Assessment:

An in-depth evaluation of all recent performance information will be conducted to determine how closely the products provided/services performed under those contracts relate to the Cost/Price factor and Technical factor, including their relative order of importance [reference Section M, paragraph 2.0, Evaluation Factors]. Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience involving the type of construction and work elements described in the attached Specifications, Section 01 10 00, paragraph 1.1.1 Project Description, and costs comparable to the project magnitude as specified in Block 10 for the SF 1442, Request for Proposal. As applicable, a relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past and present performance. If past performance information is submitted under an Indefinite Delivery/Indefinite Quantity (IDIQ), the service provider must identify the delivery/task order(s) relevant to that effort. Use one Past Performance Information Form for each delivery/task order cited.

6.3 The use of the Attachment L1, Past Performance Questionnaire is only for projects that are not listed in CPARS. The questionnaire is required to be mailed or emailed to all past performance references in the list you provide and instruct them to return the completed questionnaire to the individual (s) indicated in paragraph 1.1.5 above. Evaluators are only allowed to use the provided Past Performance Questionnaire form found in Section L. Company developed questionnaires or questionnaires developed by other organizations will not be evaluated. Also, Questionnaires must be completed by Project Owners, Inspectors, Contracting Officers, or their authorized representatives only. Questionnaires will not be accepted from Prime Contractors, Subcontractors, or Manufacturers.

6.4 Inform your references that completed questionnaires are to be submitted electronically by email directly to the addresses in paragraph 1.1.5 above. Questionnaires should be received not later than the closing date and time of the solicitation. Offerors are responsible for ensuring their references transmit the questionnaire to the Contracting Office.

6.5 Lack of any past performance will not automatically disqualify an offeror, but it is a factor that is considered in the Lowest Price Technically Acceptable Source Selection process described in Section M.

6.6 If the offeror claims that there is no past performance, then that status must be identified to the Contracting Officer not later than the date/time proposals are due from all offerors.

7.0 **Signed Teaming Agreement** - Teaming Agreements must comply with 13 CFR Part 121 - Small Business Size Regulations and be registered in SAM.gov. The teaming members must provide complete information as to relevant and recent past performance information on previous teaming agreements. If this is a first-time joint effort, each party to the teaming agreement must provide information on all relevant contracts as specified in paragraph 6.2 (b) above. The maximum number of references combined shall not exceed 10 per teaming partner.

7.1 The NAFI/Contracting Officer will recognize the integrity and validity of formal contractor Teaming Agreements; provided, the agreements are identified, and company relationships are fully disclosed in an offer. A Teaming Agreement must establish each party's role in the proposal preparation process and will be incorporated into the contract. Failure to clearly define roles and/or provide a Teaming Agreement with a proposal shall make teaming arrangements and related subcontractor past performance ineligible for evaluation and consideration of award. The prime contractor shall remain fully responsible for contract performance, regardless of any Teaming Agreement between the prime contractor and its subcontractors.

7.2 Teaming Agreements must provide the following information as part of their proposal, not later than the date/ time proposals are due:

7.3 Clearly establish roles of each party (who is prime and who is subcontractor, who is responsible for what tasks, contract administration, proposals, work management, etc.)

7.4 Provide for protection of competition-sensitive proprietary information. (Subcontractor past performance cannot be disclosed to the prime offeror without the subcontractor's consent). Provide a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor, only if it is being used as part of the past performance evaluation.

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7.5 Identify each member's share of the prospective contract, 50/50, 51/49, etc.

7.6 Exclusivity. Assurance that the team member will not be replaced for the duration of the contract, any exceptions should be identified. Assurance that the team members are not teaming with another firm for the same procurement.

7.7 Statement of acknowledgement that the Prime Contractor is responsible for adhering to contract terms and conditions and daily management. The Prime Contractor is obligated to negotiate in good faith and responsible for conveying mandatory NAFI terms and conditions to subcontractors.

7.8 The prime contractor shall remain fully responsible for contract performance, regardless of any teaming agreement between the prime contractor and its subcontractors.

7.9 At the time of initial contract offer and at time of award, each business must be a small business. In order to submit an offer on a contract, each business concern in a Teaming Agreement must be a small business under the designated NAICS size standard, and must also be small when combined in the aggregate of all teaming affiliates.

8.0 RELATIONSHIP BETWEEN INSTRUCTIONS AND EVALUATION.

Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all inclusive. Section M describes evaluation factors for award. Since the evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

9.0 AMENDMENT OF SOLICITATION PRIOR TO CLOSING.

The NAFI/Contracting Officer reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such reservations or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted on the Contract Opportunities website (<https://sam.gov/>). If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Offerors MUST acknowledge all amendments in their proposal, either by completing SF 1442 Block 19, providing signed copies of the amendments with their proposal, or by separate letter which includes a reference to the solicitation and amendment numbers.

10.0 QUESTIONS.

All questions regarding this solicitation must be submitted in writing through email transmission. Recommend sending all emails with the option of requesting a delivery receipt and or a read receipt to ensure no complications in sending or receiving are encountered. All questions and subsequent answers will be posted to the Contract Opportunities website <https://sam.gov/>. It is the responsibility of the contractor to continuously monitor the site for updates. To mitigate the risks associated with the cancellation of this solicitation due to untimely submission of questions, all questions must be submitted electronically to the individual(s) identified in paragraph 1.1.5. above no later than close of business 6 business days (Mon-Fri) after the site visit. Any questions submitted after this period may not be answered.

SECTION L ATTACHMENTS:

Attachment L1 - Past Present Performance Questionnaire, dated 13 Jul 2023 (4 pages)

Attachment L2 - Financial Reference Sheet, (1 page)

Attachment L3 - 50 Division Construction Cost Estimate Worksheet (Excel worksheet w/ 48 tabs) Undated

Attachment L4 - AF Form 3064, Contract Progress Schedule(fillable) and Sample, (2 pages).

Section M - Evaluation Factors for Award

Miscellaneous text in this section has been modified to:

1.0 BASIS FOR CONTRACT AWARD

1.1 General Information. Proposals will be evaluated using Lowest Price Technically Acceptable (LPTA) with acceptable Past Performance. The LPTA process is deemed appropriate for this solicitation to achieve a best value result from selection of the technically acceptable proposal with the lowest evaluated price. The selection process strives for maximum objectivity, but is still subjective by nature and subject to professional judgement. The NAFI/Contracting Officer will select the best overall offer, based upon an integrated assessment of Cost/Price and Technical (Schedule) and (Past Performance). A contract may be awarded to the offeror who is deemed responsible, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors to represent the best value to NAFI. The NAFI/Contracting Officer seeks to award to the offeror who gives the NAFI the greatest confidence that it will best meet, or exceed, the requirements. The NAFI/Contracting Officer will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation (described below). Source selection wording.

1.2 Clarifications: The NAFI intends to evaluate proposals and award contracts without any discussions with Offerors except for providing clarifications, if necessary. If, during the evaluation period, it is determined to be in the best interest of the NAFI to obtain clarifications, the offeror responses will be considered in making the source selection decision.

2.0 EVALUATION FACTORS.

The evaluation factors below are listed in order of importance with Factor 1 - Price being more important than Factor 2 - Technical Schedule and Factor 3 - Technical Past Performance. Factor 2 - Technical Schedule and Factor 3 - Technical Past Performance are equal to each other. Both must be acceptable for the proposal to be selected as the awardee.

Factor 1 = Cost/Price

Factor 2 = Technical - Project Schedule

Factor 3 = Technical - Past Performance

2.1 Evaluation Process

a. Step 1 - Evaluate for contractor responsiveness see paragraph 4 of Section L. The NAFI/Contracting Officer will also make a determination of responsibility IAW AFMAN 64-302 paragraph 6.10.

b. Step 2 - Proposals will be ranked from lowest price to highest price. Then, the NAFI/Contracting Officer will evaluate the lowest proposal under Factor 1 - Price.

c. Step 3 - If the lowest priced proposal is found to be unreasonable under Factor 2 - Technical Schedule then the next lowest priced proposal will be evaluated, until the next lowest priced proposal is found to be reasonable OR until all offers have been evaluated.

d. Step 4 - Then, the lowest priced proposal with reasonable pricing for Factor 1 - Price will be evaluated for Factor 2 - Technical - Schedule. If the lowest priced proposal is reasonable for Factor 1-Price and is evaluated to have an "Acceptable" under Factor 2 - Technical Schedule then the proposal will be evaluated for Technical Factor 3 - Past Performance.

e. Step 5 - If the lowest priced proposal with reasonable pricing for Factor 1 - Price does receive an "Acceptable" rating for technical Factor 2 - Technical Schedule, they will be evaluated for Factor 3 - Past Performance and if determined "Acceptable" then this proposal represents the best value for the NAFI, and the evaluation process stops at this point. Award shall be made to that Offeror without further consideration of any other Offerors.

f. Step 6 - If the lowest priced proposal with reasonable pricing for Factor 1 - Price does not receive an "Acceptable" rating for Factor 2 - Technical Schedule, then the next lowest priced proposal with reasonable pricing for Factor 1 - Price will be evaluated until an Offeror is found to have an "Acceptable" rating for the Technical Schedule and an "Acceptable" rating for the Factor 3 - Past Performance. The evaluations will continue as needed to reach the best value until all of the offers have been evaluated.

The Source Selection Authority shall then make an integrated assessment of the best value award decision. NAFI plans to award to the offeror with:

1. Lowest price (as determined fair and reasonable, and responsible)
2. An "Acceptable" rating for Technical Proposal - Schedule
3. An "Acceptable" rating for Technical Proposal - Past Performance

3.0 Factors and Sub-factors - COST OR PRICE FACTOR 1:

All of the offeror's Cost/Price proposals will be evaluated to ensure it is reasonable.

3.1 Cost/Price will be evaluated starting from the lowest cost/price to the highest. If the lowest priced offer is determined responsive and eligible it will be reviewed for technical acceptability. If the offer is not technically acceptable, the next lowest priced offeror will be evaluated for technical acceptability, and this process will continue until an acceptable offer is determined for award.

3.2 Reasonable. Must represent a price that a prudent person would pay in the conduct of competitive business. The price

evaluation will document reasonableness of the total proposed amount. Offerors whose price is determined to be unreasonable may not be considered for award and will be removed from any further considerations.

3.3 Rounding. All calculated monetary amounts provided shall be rounded to the nearest cent.

3.4 Cost Estimating Worksheet, 50 Divisions: The evaluation team will review the 50 Division Cost Estimating Worksheet(s) to ensure the major work elements are identified within each division and are sufficiently detailed to demonstrate that the included quantities for materials, labor and other services are not significantly overstated or understated.

3.5 Incurred Expenses. The NAFI/Contracting Officer is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation. **NO OFFEROR WILL BE COMPENSATED FOR SUBMITTING A PROPOSAL.**

4.0 **CLARIFICATIONS, AND INTERCHANGES.** The NAFI/Contracting Officer intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the offeror's best terms from a price and technical standpoint. Offerors may be asked to clarify certain aspects of their proposal (for example, relevance of past performance information). Communications (Clarifications) conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision. Offerors may be required to participate in telephone interchanges or in face-to-face oral interchanges at the 1st Special Operations Contracting Squadron, 350 Tully Street, Hurlburt Field, FL, 32544.

5.0 CONTRACTOR RESPONSIBILITY.

Once the apparent successful offeror is selected the NAFI/Contracting Officer will evaluate the offeror's financial capabilities. Solicitation Section L, Attachment L2, Financial Reference Sheet will be forwarded to the financial institution and a determination will be made regarding the apparent successful offerors financial capabilities and overall contractor responsibility using the specified criteria at AFMAN paragraph 6.10 criteria.

6.0 TECHNICAL EVALUATION FACTOR 2 - SCHEDULE:

6.1 The Technical evaluation of the proposal will be made by assessing the proposed schedule and the supporting narrative. Technical Schedule Rating descriptions, see the below definitions.

TECHNICAL SCHEDULE RATING DESCRIPTIONS

<u>RATING</u>	<u>DESCRIPTION</u>
ACCEPTABLE	The proposed Schedule meets all of the Technical factor requirements as stated in Section L, paragraph 5.0 Volume 2, Factor 2 Technical Schedule, and includes time for the phasing of the work and takes into account the average for weather delays. The proposal may contain minor weakness(es) however, the Schedule must demonstrate little potential to cause disruption of schedule, or degradation of performance. Normal contractor effort and normal monitoring will likely be able to overcome any difficulties.
UNACCEPTABLE	Proposal contains significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close monitoring. The proposed schedule containing an illogical order of construction activities or having unrealistic amount of time to complete a task(s)/work element(s).

6.2 FACTOR 2, Technical, Schedule.

Using the provided specifications, the offeror must provide a project schedule and a narrative supporting the proposed schedule. The proposal shall describe procedures, processes and methods for tracking the progress of the project and interface with the NAFI/Contracting Officer and contractor team from the beginning to the end.

6.3 The progress schedule and supporting narrative will be evaluated on how well the offeror captured the separate work elements of the project identified in Section L, paragraph 5.0, Volume 2, Factor 2 - Technical Schedule. The AF Form 3064, Contract Progress Schedule shall reflect a 330-day performance period. The project schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period.

7.0 EVALUATION FACTOR 2 - PAST PERFORMANCE:

7.1 - Factor 2 Ratings for Past Performance. The Technical factor for past performance will receive one of the technical ratings described in the below past performance rating descriptions.

PAST PERFORMANCE RATING DESCRIPTIONS

<u>RATING</u>	<u>DESCRIPTION</u>
ACCEPTABLE	Based on the offeror's performance record, the NAFI has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
UNACCEPTABLE	Based on the offeror's performance record, the NAFI does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

7.2 The evaluation of the past performance will result in an acceptable or unacceptable rating as defined in Table 2, above. This assessment represents the NAFI/Contracting Officer's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror's demonstrated past and present performance.

7.3 Evaluation Process: The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. In conducting the Past Performance evaluation, the NAFI reserves the right to use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources available to the NAFI, to include, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS) or other databases; interviews with Program Managers and Contracting Officers; the Defense Contract Management Agency (DCMA), and commercial sources.

7.4 Recency Assessment: An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

7.4.1 In lieu of a complete project, the Offeror may submit projects that are ongoing as long as, (a) the project is at least 75% complete by this solicitation's issuance date, and (b) the Offeror can validate completion percentage with an approved progress report. For commercial contracts, an equivalent customer validation of progress completion report (signed) may be used in lieu of a NAFI approved progress report.

7.5 Relevancy Assessment: An in-depth evaluation of all recent performance information obtained to determine how closely the products provided /services performed under those contracts relate to the Technical factor and Cost/Price factor, including their relative order of importance (reference Section M, paragraph 2.0). Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience involving the type of construction and work elements described in the attached Specifications, Section 01 10 00, and costs comparable to the project magnitude as specified in Block 10 for the SF 1442, Request for Proposal. A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner(s) if applicable. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance. A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner (s) if applicable. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated.

7.6 If a Teaming Agreement is submitted as part of the proposal as outlined in Section L paragraph 7.0, each teaming offeror's past performance will be evaluated separately using the same evaluation methods described above. The Prime Contractor's past performance will be weighted slightly more than equal based on their overall responsibility for contract management. The separate ratings of each party in the Teaming Agreement will be combined to determine an aggregate rating of either *acceptable* or *unacceptable* as defined in Section M.

7.7 If an offer is submitted as a Joint Venture under a Mentor-Protege program as outlined in Section L paragraph 8.0, the NAFI /Contracting Officer will evaluate past performance for each partner to the Joint Venture individually as well as past performance accomplished by the Joint Venture itself. The separate ratings of each party in the Joint Venture will be combined to determine a rating of *acceptable* or *unacceptable* as defined in Section M.

8.0 Joint Ventures - A certified small business concern may enter into a joint venture agreement with one or more other small business concerns, or with an approved mentor authorized by 13 C.F.R. (S) 125.8 (or, if also an 8(a) BD Participant, with an approved mentor authorized by 13 C.F.R (S) 124.520), for the purpose of submitting an offer for a small business contract.

8.1 A joint venture of at least one certified small business concern and one or more other business concerns may submit an offer as a small business for a small business procurement or sale so long as each is determined small under the size standard corresponding to the NAICS code assigned to the procurement.

8.2 A joint venture between a protege firm and its SBA-approved mentor (see 13 C.F.R (S) 125.9) will be deemed small provided the protege qualifies as small for the size standard corresponding to the NAICS code assigned to the small business procurement.

8.3 As part of the proposal Joint Venture Agreements must meet the criteria set forth in 13 CFR (S)125.8.

9.0 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS.

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.