

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY	CODE	8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
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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 number, date)

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

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will 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 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE	FACILITY CODE
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)


AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
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30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE
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Section A - Solicitation/Contract Form

Addition to CDC West Bldg. 90306

Project Number: CP1024656

Date: 05 Oct 2023

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>The contractor shall provide all materials, labor, tools, supervision and equipment to perform all operations necessary to accomplish all work in accordance with the Project CP 1024656, Project Title Construct Addition to Child Development Center (CDC) West, Building 90306 in accordance with the project drawings dated 09/04 /2020 and project specifications dated 4 September 2020.</p> <p>Pricing Arrangement: Firm Fixed Price</p> <p>Product Service Code: Z2AZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
000101	<p>FUNDING FOR CLIN 0001 Purchase Request Number: HURLF30033D</p>				

Section C - Description/Specifications/Statement of Work

Requirements

The contractor shall provide all materials, labor, tools, supervision and equipment to perform all operations necessary to accomplish all work in accordance with Project CP 1024656, Addition to CDC West Building 90306.

This contract will be a firm-fixed price (FFP) contract to include the work of approximately 3850 SF addition to existing Child Development Center. The addition includes 3 infant activity rooms, corridor and facility support spaces. An outdoor play area of approximately 1250 SF is immediately adjacent this addition. Work includes minor demolition at existing facility to tie in the new addition as well as sitework, utilities, finishes and casework. Existing building HVAC, electrical, communications, plumbing and fire protection systems will be modified to support the addition. This is a construction contract that is funded by Non-Appropriated Funds (NAF) and will adhere to NAF guidance, regulations and clauses. FAR, DFARS and AFFARS regulations and clauses are not applicable.

The period of performance is 330 calendar days. The contractor shall perform all work as specified in the project specifications and drawings.

NOTE: This is a nonappropriated fund purchase and it does not obligate appropriated funds of the United States Government. Nonappropriated funds are generated by the military community through the sale of goods and services and the collection of fees and charges for participation in military community programs. This purchase does not involve federal tax dollars.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

The NAFI inspector, 1 SOCES/CENM provides all Inspection and Acceptance for this construction project.

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See specifications and drawings for the construction contract inspection requirements.</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES, 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
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Section F - Deliveries or Performance

The delivery schedule will be provided at the contract award. The total period of performance for this project is 330 calendar days.

Overall Contract Delivery Period

From date of lead time event to beginning of performance

10 Calendar Days

Date of Notice to Proceed Receipt

From date of lead time event to completion of performance

330 Calendar Days

Date of Notice to Proceed Receipt

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Schedule From date of lead time event to completion of performance 330 Calendar Days Date of Notice to Proceed Receipt	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES, 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790

Section G - Contract Administration Data

A. Following award, this contract will be administered by the 1 SOCONS/PKB, Contracting Office. The name, address, telephone number, and fax number of the Contracting Officer (CO) and Administrator are as follows:

CO: Tina Kneip
1 SOCONS/PKB
350 Tully Street
Building 90339
Hurlburt Field, FL 32544
Phone: 850-884-4941

E-mail: tina.kneip.1@us.af.mil

Contract Admin: Chris Young
Phone: 850-884-3298
E-mail: christine.young.1@us.af.mil

B. The Contracting Officer, is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the CO. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

CONTRACTOR AUTHORIZED INDIVIDUALS

To be completed by the Contractor:

The below individuals are authorized to negotiate or discuss this proposal:

Name of Primary: _____

Address: _____

Telephone: _____

Alternate Phone: _____

Email: _____

To be completed by the Contractor:

Name of Alternate:

Address:

Telephone: _____

Alternate Phone: _____

Email: _____

Section H - Special Contract Requirements

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)

NFC-222-36 - EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(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	
	Affirmative Procurement of Biobased Products Under Service and Construction	

NFC-223-2	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 I - Contract Clauses

NONAPPROPRIATED FUND STANDARD CLAUSES

1. DEFINITIONS

As used throughout this contract, the following terms and abbreviations have the meanings set forth below:

- a. **Contract.** An agreement that creates a legal obligation. The elements of a contract are a mutual agreement; between competent parties; for a legal purpose; involving the exchange of legal consideration; and that creates a mutuality of obligation to perform between the parties. The term contract, as used herein, includes without limitation, formal bilateral contracts, purchase orders, consignment sales agreements, amendments and modifications thereto, as well as other agreements entered into by an authorized Contracting Officer acting within his or her authority.
- b. **Contracting Officer.** An individual delegated the authority to legally bind the NAFI by entering into, modifying, administering, and terminating contracts.
- c. **Contractor.** Any legal entity that is awarded a contract. The Contractor is the party responsible for and agrees to furnish supplies and/or services at specified prices/rates and/or to pay the NAFI mutually agreed to commissions and/or fees in conjunction with providing services to NAFI customers under this contract. Contractor may include, but is not limited to the following terms "vendor," "seller," "supplier," "manufacturer," "distributor," "concessionaire" and/or "licensee."
- d. **Contracting Officer's Representative (COR).** An individual authorized in writing by a Contracting Officer to monitor Contractor performance and /or help administer a contract, but does not have authority to legally bind the NAFI into any contractual or legal obligations. Definition applies to Contracting Officer's Technical Representative (COTR) and Alternate COR (ACOR).
- e. **Day.** A day means, unless otherwise provided, a 24 hour period of time denoted as midnight to midnight of a calendar day, unless the last day of a specified number of days within which the contractor must file a claim or notice with the Contracting Officer falls on Saturday, Sunday or a federal holiday, in which case the last day shall be the next business day denoted as Monday through Friday.
- f. **Nonappropriated Fund Instrumentality (NAFI).** A DoD organizational and fiscal entity supported in whole or in part by Nonappropriated Funds. A NAFI, as an instrumentality of the U.S. Government, enjoys the same immunities and privileges as the U.S. Government in the absence of specific Federal statute. It is not incorporated under the law of any State, but has the legal status of an instrumentality of the United States. References to United States, the Government, and other related references will generally be implied to mean the NAFI throughout this contract.

2. LEGAL STATUS

The Nonappropriated Fund Instrumentality (NAFI), which is party to this contract, is an integral part of the Department of Defense and is an instrumentality of the United States Government. No appropriated funds of the United States shall become due or be paid the Contractor by reason of this contract.

3. CLAIMS, PROTESTS & APPEALS

- a. This contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109), and therefore, not subject to the jurisdiction of the Government Accountability Office (GAO). All disputes arising under or relating to this contract shall be resolved under this clause IAW DoDI 4105.67 and AFMAN 64-302.
- b. Protests and/or protest appeals shall be filed with the Contracting Officer that issued the contract, or other designated authority, in strict accordance with the procedures and timelines in AFMAN 64-302.
- c. "Claims," as used in this clause, means the inability of a Contractor and the Contracting Officer to reach a mutual agreement related to contractual issues in controversy resulting in the filing of a written demand or assertion seeking payment of money, adjustment or interpretation of contract, or other relief, and issuance of a Contracting Officer's final decision. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause, by complying with the submission requirements of this clause. If it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the NAFI against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that contains the following statement: "Subject to the False Claims Act, 31 USC 3729, I certify the claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the NAFI is liable; and that I am duly authorized to certify on behalf of the Contractor."

(3) For contract claims of less than \$100,000, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

d. The Contracting Officer's decision shall be final unless the contractor appeals as provided in paragraph (d) of this clause.

e. The Contracting Officer's final decision on claims may be appealed by submitting a written appeal to Armed Services Board of Contract Appeals with a copy to the Contracting Officer, within 90 days of receipt of the Contracting Officer's final decision. Decisions of the Armed Services Board of Contract Appeals are final and are not subject to further appeal.

f. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

4. REPRESENTATIONS

a. This written contract, including identified attachments, enclosures and documents incorporated by reference, is the entire agreement between the parties. The NAFI will not be bound by any oral or written representation not included or incorporated in the written contract or a written modification thereto. The NAFI will not be bound by any terms on Contractor forms or letters unless such terms are specifically agreed to and incorporated in the contract and signed by the Contracting Officer. Except as otherwise specifically provided in this contract, all additions, changes or deletions to this contract must be prepared in writing as a modification and signed either unilaterally by the Contracting Officer or bilaterally by both parties in accordance with applicable regulations.

b. The Contractor shall not represent itself to be an agent or representative of the NAFI or any other agency or instrumentality of the United States.

5. ADVERTISEMENTS

The Contractor shall not represent in any manner, expressly or by implication, that items or services purchased or sold under this contract are approved or endorsed by any element of the U.S. Government, including the NAFI. All Contractor advertisements that refer to the NAFI or a NAFI activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the U.S. Government or the NAFI.

6. EXAMINATION OF RECORDS

a. The Contractor agrees that the Contracting Officer or a duly authorized representative(s) shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until expiration of three (3) years after the final payment under the contract.

b. The Contractor shall include this clause in all subcontracts.

7. HOLD AND SAVE HARMLESS

The Contractor agrees to indemnify and hold harmless the NAFI and any other agency or instrumentality of the United States, and their officers, agents, and employees, from any loss, expense, damage, injury, claim, suit or judgment (including administrative actions taken against the NAFI by other federal, state or local agencies) arising from the Contractor's (employees, agents or subcontractors) acts or omissions or the items/services provided pursuant to the contract (including any patent, copyright, or trademark infringement claimed by a third party in connection with the items /services provided by the contractor). Nothing contained herein, however, shall relieve or be construed as relieving the NAFI or any other agency or instrumentality of the United States from any liability resulting from its negligence.

8. INSURANCE

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the insurance coverage as stated in this contract. In no event shall the coverage be less than the minimum requirements established by applicable state and local regulations and laws for the risk associated with the services to be provided by the contract. The Contractor shall be fully responsible to the NAFI for errors and omissions of its associates and subcontractors under this contract.
- b. The Contractor shall furnish to the Contracting Officer a current certificate of insurance prior to the commencement of performance under the contract. The "INSURED" block of the Certificate of Insurance must list both the Contractor's name (or Contractor's d.b.a. name) / and the contract number. The Certificates of Insurance shall evidence that all lines of insurance coverage required by the contract are in effect, and that not less than thirty (30) days prior written notice shall be provided to the Contracting Officer in the event of modification, cancellation, or non-renewal of any portion of the insurance coverage(s). All certificates of insurance must list the NAFI as the certificate holder, name the NAFI and the United States as additional insureds, and carry an endorsement waiving the Contractor's rights to subrogation against the NAFI and the United States.

9. PROCUREMENT INTEGRITY

By submission of an offer or performance of this contract, the offeror or Contractor certifies with respect to this NAFI contract action:

- a. That no discussion, offer, or promise of future employment or business opportunity has nor will be made to NAFI civilian or military personnel who personally and substantially participated in the contract action.
 - (1) That no offer, promise, or gift of any gratuity, entertainment, money, or other thing of value has nor will be made to any NAFI civilian or military personnel or any other employee of the NAFI or member of their family or household.
 - (2) That no information proprietary to other offerors or other contracting information (offeror list, prices offered, technical evaluations, rankings, etc.) is sought or obtained until it is available to the public under NAFI procedures.
 - (3) That no person or selling agency has been employed or retained to secure this contract for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial selling agencies retained by the Contractor for the purpose of securing business.
- b. The Contractor certifies that no gratuities (entertainment, gifts, money, kickbacks, or other things of value) were nor will be solicited or accepted by the Contractor or Contractor representative, nor from any Subcontractor or Subcontractor representative, for the purpose of obtaining or rewarding favorable treatment in connection with this contract or any subcontract under it.
- c. The Contractor will report in writing to the Contracting Officer any possible violation of this clause when there are reasonable grounds to believe a violation may have occurred. The Contractor will cooperate fully with any federal agency investigation of a possible violation of this clause.
- d. For breach of any of these certifications, the NAFI may terminate this contract for default, and/or deduct from amounts due under this or other contracts, or charge the Contractor for the total value of any contingent fee, gratuity, kickback or other loss to the NAFI arising out of the breach.

10. ASSIGNMENT OF CLAIMS

The Contractor cannot assign any right or delegate any obligations under this contract without the prior written permission of the Contracting Officer.

11. TERMINATION FOR CONVENIENCE

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment in accordance with the payment clauses of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2.

12. CANCELLATION BY MUTUAL AGREEMENT

Should the situation warrant, the parties upon mutual agreement and no costs, may cancel this contract without further recourse to the other and mutual release of any further obligations.

13. TERMINATION FOR CAUSE

a. The NAFI may, subject to paragraphs c. and d. below, by written notice of cause to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

- (1) Deliver the supplies or perform the service within the time specified within this contract or any extension;
- (2) Make progress, so as to endanger performance of this contract (however, see paragraph b. below); or
- (3) Perform any of the other clauses of this contract (however see paragraph b. below).

b. The NAFI's right to terminate this contract under paragraph a.2., and a.3. above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.

c. If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will remain liable to the NAFI for any excess costs for those supplies or services. However the Contractor must continue the work not terminated.

d. Defaults by subcontractors at any tier for any reason do not constitute causes beyond the control and without the fault or negligence of the Contractor. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

- (1) Acts of God or of the public enemy
- (2) Act of the NAFI in either its sovereign or contractual capacity
- (3) Fires
- (4) Floods
- (5) Epidemics
- (6) Quarantine restrictions
- (7) Strikes
- (8) Freight embargoes
- (9) Unusually severe weather

e. If this contract is terminated for cause, the NAFI may require the Contractor to transfer title and deliver to the NAFI as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tool dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in the clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.

f. The NAFI shall pay the contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Claims Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.

g. If, after termination, it is determined that the cause by the Contractor was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of the NAFI.

h. The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

i. This contract is automatically terminated for the convenience of the NAFI in the event the NAFI is dissolved.

14. CHANGES

a. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) If the requirement is for supplies and/or services: Drawings, designs, or specifications; method of shipment or packing; description of services to be performed; time of performance (i.e., hours of the day, days of the week, etc.); place of delivery or place of performance of services.

(2) If the requirement is for concession services (including public private ventures): Specifications (including drawings and designs); method or manner of performance of work; NAFI-furnished facilities, equipment, materials, services, or site; and/or directing acceleration in the performance of work.

(3) If the requirement is for transportation services: Specifications; work or services; place of origin; place of delivery; tonnage to be shipped; and/or amount of NAFI-furnished property.

b. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and modify the contract.

c. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

e. If the requirement is for architect-engineer or other professional services, no services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

f. If the requirement is for concession services (including public private ventures), the Contractor shall notify the Contracting Officer in writing within seven (7) days of the occurrence of any event that the Contractor considers a change to the contract that has not been authorized in writing signed by the Contracting Officer. The Contractor will be deemed to have waived any right to an adjustment if timely notice is not provided to the Contracting Officer as required herein. For purposes of this clause, "event" shall include, but not be limited to, an order or direction by a NAFI or other NAFI official, a contested contract interpretation, interference with or interruption of the contract work, or any other event that increases the cost or time to perform the contract as compared to the cost or time that would be required if the Contractor performed the contract in accordance with its terms.

g. Failure to agree to any adjustment shall be a "claim" under the "Claims" clause of this Contract; however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

15. SOCIAL RESPONSIBILITY AND LABOR STANDARDS NONRESALE

By performance of this contract, the Contractor and any subcontractors shall comply with the Social Responsibility requirements addressed herein:

a. Combating Trafficking in Persons (CTIP). Applicable to all contracts, regardless of location performed.

(1) Definitions. The meanings of the terms coercion, commercial sex act, debt bondage, forced labor, involuntary servitude, severe forms of trafficking in persons, and sex trafficking are as is defined in the Trafficking Victims Protection Act of 2000, Public Law 106-386, October 28, 2000 < <http://www.state.gov/documents/organization/10492.pdf> >.

(2) Policy. DoD NAFIs have adopted the U.S. Government's zero tolerance policy regarding trafficking in persons. During the contract period of performance, Contractor and Contractor employees shall not:

(a) Engage in severe forms of trafficking;

(b) Procure commercial sex; or

(c) Use forced labor

(3) Contractor Requirements. Contractor shall: (a) Notify its employees of: Zero tolerance policy described in this clause; and actions that will be taken against employees for violations of this policy. (Such actions may include, but are not limited to, removal from the Contract, reduction in benefits, or termination of employment); and (b) Take appropriate action against employees or subcontractors that violate policy in paragraph a.(2) of this clause, up to and including termination.

(4) Notification. Contractor shall inform the Contracting Officer immediately of: (a) Any information it receives from any source (including host country law enforcement) alleging a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and (b) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(5) Remedies. In addition to other remedies available to the NAFI, Contractor's failure to comply with the requirements of this clause may result in (a) Requiring the Contractor to remove a Contractor employee or employees from performance under the contract; (b) Requiring the Contractor to terminate a subcontract; (c) Suspension of contract or fee payments; (d) Termination of the contract for default or cause, in accordance with the termination clause of this contract; and/or (e) Suspension or debarment.

(6) Mitigating Factors. The Contracting Officer may consider whether Contractor had a Trafficking in Persons awareness program at the time of any violation as a mitigating factor when determining remedies.

(7) Additional information about Trafficking in Persons and examples of awareness programs can be found on the U.S. Department of State, Office to Monitor and Combat Trafficking in Persons (OMCTP) website <http://www.state.gov/j/tip/index.htm>.

b. Labor; Work Hours, Compensation and Benefits; Discipline; Freedom of Association; Discrimination; and Workspaces. Applicable to all contracts, regardless of location performed. Contractor Requirements:

(1) Labor. Contractor shall not employ any person under the age of 14 years, unless local and national laws stipulates a higher age for work or mandatory schooling, in which case the higher age will apply. Contractor shall not use force or other compulsory labor in performance of this contract, nor require employees to lodge "deposits" or identity papers upon commencing employment with the Contractor or subcontractor.

(2) Working Hours, Compensation and Benefits. Contractor shall comply with applicable local and national laws on maximum daily/weekly working hours. Contractor shall ensure that wages paid for a standard workweek are consistent with local and national laws.

(3) Safe and Healthy Workplace. Contractors shall provide employees with a safe and healthy workplace in compliance with all local and national laws.

(4) Discipline. Contractor shall not engage in or support the use of corporal punishment, mental or physical coercion, verbal abuse, or withholding passports or travel documents.

(5) Freedom of Association & Right to Collective Bargaining. Contractor shall respect the right of all employees to form and join trade unions of their choice, consistent with prevailing local and national laws and to bargain collectively without any activity that impedes or suppresses freedom of association. Contractors shall ensure that representatives of such employees are not subject to discrimination and that such representatives have access to their members in the workplace.

(6) Discrimination. Contractors shall comply consistently with local and national laws with regard to discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, caste, national origin, religion, disability, gender, sexual orientation, maternity status, union membership, or political affiliation.

c. U.S. Labor Statutes.

(1) Applicable to all contracts, performed within the United States. Where a statute specifies where within the U.S. it applies, the definition in the statute supersedes definitions in this clause.

(2) Definitions

(a) "United States" in general means the 50 States, the District of Columbia, Outlying Areas, and Outer Continental Shelf lands as defined in the

Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.), but does not include any other place subject to U.S. jurisdiction or any U.S. base or possession in a foreign country (29 CFR 4.112).

(b) "Outlying Areas" means: (1) Commonwealths of Puerto Rico and the Northern Mariana Islands; (2) Territories: American Samoa, Guam, and U.S. Virgin Islands; and (3) Minor outlying islands (Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll and Wake Atoll).

d. The Contractor shall:

(1) Comply with all applicable statutes to include, but not limited to the Fair Labor standards Act (FLSA), Service Contract Labor Standards Statute and Construction Wage Rate Requirements.

(2) Provide subcontractor names and performance addressees within 24 hours, if requested by the Contracting Officer.

(3) Have an effective program for monitoring compliance with applicable statutes and as applicable ensure U.S. Department of Labor (DoL) Wage and Hour Division posters in workers' language are posted at U.S. work sites.

(4) Ensure compliance with all applicable hours, wages, labor relations (including collective bargaining), workmen's compensation, working conditions and other matters pertaining to labor standards of the country, or political matters pertaining to labor standards of the country, or political subdivision thereof, where contract is performed.

e. To ensure full compliance with requirements of this clause, the NAFI (or third party designated by the NAFI) has the right to conduct announced or unannounced inspections of any site utilized by the Contractor to perform this Contract.

f. Prohibition on Illicit Substance. The Contractor, its employee(s) or representative(s) working under this contract agree(s) not to possess, or use any illicit substance(s) while performing on the site(s) of this contract whether on military installation(s) or Federal property(s). Any noncompliant or finding of violation of this paragraph, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

g. Subcontracts. Contractor shall include this clause in all subcontracts.

16. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided in this contract. Notwithstanding the requirements for any NAFI inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the NAFI, the Contractor, shall perform or have performed the inspections and tests required to substantiate that the supplies provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part numbers specified herein. The Contractor shall only tender for acceptance only those items that conform to the requirements of this contract. The NAFI reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The NAFI may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. Acceptance of the supplies or services or a written notice of rejections must be accomplished on or before the first working day following delivery of the supplies or services, unless otherwise specified in this contract.

17. COMMERCIAL TERMS AND CONDITONS

a. Commercial terms and conditions are not inherently enforceable under NAF contract(s). The Contractor shall not unilaterally obligate or bind the NAFI to pay any future services, subscriptions, fees, penalties, interest, legal costs or require the NAFI indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability. Contractor shall not unilaterally revoke, terminate or suspend any rights granted to the NAFI. The Contractor agrees any updates, changes or addendums to the contract shall be bilaterally agreed upon by the Contractor and the Contracting Officer, via written modification.

b. The Contractor agrees supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. Contractor shall provide printed terms and conditions of such warranty and comply with the Magnuson-Moss Warranty Act (15 U.S. Code (S) 2302). Warranty shall commence upon acceptance of the items and is in addition to other warranties of additional scope given by the Contractor.

18. TAXES

a. Except as may be otherwise provided in this contract, the contract price includes all taxes, duties, or other public charges in effect and applicable to this contract on the contract date, except any tax, duty or other public charge which by law, regulation or NAFI agreement is not applicable to expenditures made by the NAFI or on its behalf, or any tax, duty, or other public charge from which the Contractor, or any subcontractor hereunder, is exempt by law, regulation or otherwise. If any such tax, duty, or other public charge has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

b. If for any reason, after the contract date of execution, the Contractor or subcontractor is relieved in whole or in part from the payment or the burden of any tax, duty or other public charge included in the contract price, the contract price shall be correspondingly reduced; or if the Contractor or a subcontractor is required to pay in whole or in part any tax, duty, or other public charge which was not included in the contract price and which was not applicable at the contract date of execution, the contract price shall be correspondingly increased.

c. No adjustment of less than \$250 shall be made in the contract price pursuant to this clause unless otherwise waived at the unilateral discretion of the Contracting Officer.

d. NAFIs located in foreign countries will not pay foreign taxes nor collect for any foreign country or political subdivision any tax unless the United States has consented to levy collection by treaty, convention, or executive agreement.

19. INVOICES

a. An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties, must include) the following:

(1) Invoice date;

(2) Name of Contractor;

(3) Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;

(4) Shipment number and date of shipment (Bill of Lading number and weight of shipment will be shown for shipments on NAFI Bills of Lading);

(5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);

(6) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and

(7) Any other information or documentation required by other clauses of the contract (such as evidence of shipment). Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

b. For purposes of determining if interest begins to accrue under the Prompt Payment Act (Public Law 97-177):

(1) A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred.

(2) Payment shall be considered made on the date on which a check for such payment is dated.

(3) Payment terms (e.g., "Net 20") offered by the contractor will not be deemed required payment dates.

(4) The following periods of time will not be included:

(a) After receipt of improper invoice and prior to notice of any defect or impropriety, but not to exceed three days for meat and meat food products, five days for perishable agricultural commodities, and 15 days in all other cases, and

(b) Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

20. LAW GOVERNING CONTRACTS

This contract shall be construed and interpreted in accordance with the Federal laws of the United States of America. NAF procurement is governed by Department of Defense Instruction (DODI) 4105.67, NAF Procurement Policy and Procedure, available at <http://www.dtic.mil/whs/directives/> (or any successor website).

21. SUSTAINABILITY

Go Green. The NAFI encourages contractors/vendors to embrace, establish and promote environmentally sustainable "Green Initiatives." We look to the Contractor to accomplish this by:

a. Where possible utilize environmentally friendly products

b. Where possible promote energy-efficiency and water conservation

c. Where possible eliminate/reduce the production or generation of hazardous waste and the need for special material processing (including special handling, storage, treatment and disposal)

22. PROOF OF SHIPMENT

Applicable to shipments outside the United States through the Surface Deployment and Distribution Command and Parcel Post shipments to overseas destinations.

a. Notwithstanding any clause of this contract to the contrary, payment will be made for items not yet received, upon receipt of an invoice accompanied by an appropriate proof of shipment. If shipment is made by insured parcel post, the Contractor must furnish a copy of the Insured Mail Receipt issued by the US Postal Service. Otherwise, a stamped copy of a Certificate of Mailing issued by the US Postal Service must be furnished. If shipment is made by a common carrier (rail, air or motor freight), the Contractor must furnish a signed copy of the shipping document on which items are receipted for by the common carrier. A signed receipt by a NAFI representative at the delivery point, Consolidation Containerization Point or Port of Embarkation is also acceptable evidence of proof of shipment.

b. Forwarding a proof of shipment and an invoice for payment by the Contractor shall be construed as a certification by the Contractor that the items shipped conform to the specifications.

c. Notwithstanding any provisions of this clause or any payment made pursuant to the terms of this clause prior to receipt of the items contracted for, the NAFI retains the right to inspect upon receipt and the right to reject nonconforming items. The liability of the Contractor with respect to items for which payments have been made will, after inspection by the NAFI or after the expiration of a reasonable time following delivery to the NAFI within which inspection may be made, whichever occurs first, be limited to exceptions taken at the time of inspection, and latent defects, fraud, or such gross mistakes as amount to fraud.

23. VARIATION IN QUANTITY

No variation in quantity of any item called for by this contract will be accepted unless authorized by the Contracting Officer.

24. PARTIAL DELIVERIES

Partial deliveries are not permitted unless authorized by the terms of the contract or approved by the Contracting Officer.

25. PAYMENTS

Partial payments will be made when deliveries are authorized or as approved by the Contracting Officer. Payments and penalties for late payments are subject to the requirements established by the Prompt Payment Act, as amended, and as implemented for NAFIs. If the NAFI makes payment but such payment fails to include a prompt payment penalty due to the Contractor within 10 days from when the contract payment is made, penalty amounts will not be paid unless the Contractor makes a written request within forty days after the date of payment.

26. DISCOUNTS FOR PROMPT PAYMENT

a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

b. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal NAFI offices are closed and NAFI business is not expected to be conducted, payment may be made on the following business day.

27. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any other Federal Department or agency, or upon receipt of a notice of proposed debarment from another DoD Agency, during the performance of this contract.

28. NON WAIVER OF DEFAULTS

Any failure by the NAFI at any time to enforce or require strict performance of any terms or conditions shall not constitute waiver thereof, and shall not affect or impair such terms or conditions in any way or the NAFI's right at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

29. TRAVEL CLAUSE

Contractors and/or their duly appointed representative will make their own travel arrangements, purchase their own tickets, and submit requests for reimbursement to the issuing office found in Block 12 of the award. Travel costs will be paid by the contracting NAFI, up to the maximum amount authorized in the federal travel regulations. The Contractor shall submit original receipts of airline tickets, lodging, car rental and other expenses exceeding \$75.00. Contractor personnel must acquire airline travel by the most economical methods, to include obtaining coach fares, buy advance purchase tickets (when possible), and plan minimal travel time necessary to accomplish the task. The Contractor is liable for costs associated with unused or changed airline tickets, where non-use is not caused by the NAFI. Documents are required to support payment of travel costs. The Contracting Officer and or their duly appointed representative will approve, in advance, any changes in the itinerary. Contractors must obtain approval before submitting other than lowest airfare travel reimbursement requests from the invoicing office. Local travel for which mileage is claimed; to include travel to and from the airport when air travel is involved must be indicated on the itinerary on form 1351-2 or other approved form.

30. INCREASING THE MINIMUM WAGE FOR FEDERAL CONTRACTORS

a. This Contract is subject to Executive Order 14026, the regulations issued by the Secretary of Labor in 29 CFR part 23 pursuant to the Executive Order, and specifically to all the provisions set forth in Appendix A to 29 CFR part 23. The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, the applicable minimum wage per the Executive Order. Accordingly, Appendix A is hereby incorporated by reference and has the same force and effect as if set forth in full in this contract. The full text of the final rule, to include the regulations and clause "Increasing the Minimum Wage for Federal Contractors" at 29 CFR part 23, is available at: <https://www.ecfr.gov/current/title-29/part-23/appendix-Appendix%20A%20to%20Part%2023>.

b. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers. The Contractor shall include this clause, including this paragraph, in all subcontracts, regardless of dollar value, that are subject to Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act), and are to be performed in whole or in part in the United States.

31. ESTABLISHING PAID SICK LEAVE FOR FEDERAL CONTRACTORS

- a. This contract is subject to Executive Order (EO) 13706 and to the regulations issued by the Secretary of Labor pursuant thereto at 29 CFR part 13 (Establishing Paid Sick Leave for Federal Contractors). 29 CFR part 13, Appendix A, is hereby incorporated by reference, having the same force and effect as if set forth in full in this contract. Refer to <https://www.gpo.gov/fdsys/pkg/FR-2016-09-30/pdf/2016-22964.pdf>
- b. The Contractor shall establish a sick leave policy in full compliance with the applicable provisions of EO 13706 and 29 CFR part 13.
- c. This clause applies to all subcontracts where EO 13706 and 29 CFR part 13 apply to the prime contract. Accordingly, the Contractor is responsible for subcontractor compliance with EO 13706, 29 CFR part 13, and the requirements of this clause. The Contractor shall include this clause, including this paragraph, in all subcontracts where applicable.
- d. The Contractor may be subject to penalties for noncompliance as described in 29 CFR (S)13.44.

32. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(a) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(a) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

c. Representation. **The Offeror represents that-**

(1) **It will**_____, **will not**_____ provide covered telecommunications equipment or services to the NAFI in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (d)(1) of this section if the Offeror responds "will" in paragraph (c) (1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that It does, does not use covered

telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (d) (2) of this section if the Offeror responds "does" in paragraph (c) (2) of this section.

d. Disclosures.

(1) Disclosure for the representation in paragraph (c) (1) of this provision. If the Offeror has responded "will" in the representation in paragraph (c) (1) of this provision, the Offeror shall provide the following information as part of the offer:

(a) For covered equipment-

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (1) of this provision.

(b) For covered services-

(i) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (1) of this provision.

(2) Disclosure for the representation in paragraph (c) (2) of this provision. If the Offeror has responded "does" in the representation in paragraph (c) (2) of this provision, the Offeror shall provide the following information as part of the offer:

(a) For covered equipment-

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (2) of this provision.

(b) For covered services-

(i) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (2) of this provision.

33. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION

a. Definitions. As used in this provision-

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of NAFI facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

b. *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

c. *Representation*.

(1) The Offeror represents that **it does** _____, **does not** _____ provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that **it does** _____, **does not** _____ use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

34. CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS

a. Definition. Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

b. Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product
Listed Countries of Origin

c. Certification. The NAFI Contracting Officer will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The offeror **will not** _____ supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror **may** _____ supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

35. PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANOIC ACID (PFOS OR PFOA)

a. Prohibition - Section 333 of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283) prohibits DoD from procuring any covered items containing PFOS or PFOA effective April 1, 2023 and defines "covered items."

b. For the purpose of this deviation covered items means-

(1) Nonstick cookware or cooking utensils for use in galleys or dining facilities.

(2) Upholstered furniture, carpets, and rugs that have been treated with stain-resistant coatings.

c. Representation - The Offeror represents that it will not provide covered items as part of its offered products to the NAFI in the performance of any contract, subcontract or other contractual instrument.

LIST OF CLAUSES INCORPORATED BY REFERENCE

The provisions of the following clauses are hereby incorporated into this order or contract by reference with the same force and effect as though herein set forth in full. Clauses made inapplicable by the reference or by the kind of order, contract (e.g., orders or contract for services instead of supplies) or dollar amount are self-deleting. The complete text of any clause incorporated in this order or contract by reference may be obtained from the Contracting Officer.

CLAUSE NO. CLAUSE TITLE

- NFC 203-7001 Prohibition on Persons Convicted of Fraud or Other Defense - Contract Felonies (DEC 2008)
- NFC 204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
- NFC 204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- NFC-204-27 Prohibition on a ByteDance Covered Application (JUN 2023)
- NFC 204-7000 Disclosure of Information (OCT 2016)
- NFC 222-19 Child Labor-Cooperation with Authorities and Remedies (JAN 2022)
- NFC 222-20 Contracts for Materials, Supplies, Articles and Equipment (JUN 2020)
- NFC 222-21 Prohibition of Segregated Facilities (APR 2015)
- NFC 222-26 Equal Opportunity (SEPT 2016)
- NFC 222-35 Equal Opportunity for Veterans (JUN 2020)
- NFC 222-41 Service Contract Labor Standards (AUG 2018)
- NFC 223-3 Hazardous Material Identification & Material Safety Data (FEB 2021)
- NFC 225-11 Buy American - Construction Materials under Trade Agreements (OCT 2022)
- NFC 225-7002 Qualifying Country Sources as Subcontractors (DEC 2017)
- NFC 225-7036 Buy American - Free Trade Agreements - Balance of Payments Program - Basic (JUN 2022).
- NFC 227-7013 Rights in Technical Data - Non-commercial Items (FEB 2014)
- NFC 227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
- NFC 227-7015 Technical Data - Commercial Items (FEB 2014)
- NFC 228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
- NFC 242-15 Stop Work Order (AUG 1989)
- NFC 243-1 Changes - Fixed-Price (AUG 1987)
- NFC 246-16 Responsibility for Supplies (APR 1984)

SPECIAL CLAUSES FOR CONSTRUCTION

NFC-211-12 -LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the NAFI in the amount of **\$220.80** on first day and **\$220.80** for each day thereafter for each calendar day of delay until the work is completed or accepted.

(b) If the NAFI terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

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).

(End of clause)

NFC 36-2 --Differing Site Conditions. Differing Site Conditions (Apr 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of --

(1) Sub surface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of Clause)

NFC 36-3 --Site Investigation and Conditions Affecting the Work.

Site Investigation and Conditions Affecting the Work (Apr 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and

(5) the character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the NAFI, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the NAFI.

(b) The NAFI assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the NAFI. Nor does the NAFI assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of Clause)

NFC 36-5 --Material and Workmanship. Material and Workmanship (Apr 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by tradename, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of Clause)

NFC 36-6 --Superintendence by the Contractor. Superintendence by the Contractor (Apr 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of Clause)

NFC 36-13 --Accident Prevention. Accident Prevention (Nov 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will -

- (1) Safeguard the public and NAFI personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of NAFI operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall -

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or NAFI personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not have been entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of Clause)

NFC 36-14 --Availability and Use of Utility Services. Insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated, the contract is to be performed on NAFI sites when the contracting officer decides

(a) that the existing utility system is adequate for the needs of both the NAFI and the contractor, and

(b) furnishing it is in the NAFI's interest. When this clause is used, the contracting officer shall list the available utilities in the contract.

Availability and Use of Utility Services (Apr 1984)

(a) The NAFI shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the NAFI or, where the utility is produced by the NAFI, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the NAFI, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of Clause)

NFC 36-15 --Schedules for Construction Contracts. Schedules for Construction Contracts (Apr1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall 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 period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the NAFI. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of Clause)

NFC 36-17 --Layout of Work. Insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated and use of this clause is appropriate due to a need for accurate work layout and for siting verification during work performance: Layout of Work (Apr 1984) The Contractor shall lay out its work from NAFI established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of Clause)

NFC 36-26 --Preconstruction Conference. Preconstruction Conference (Feb 1995) If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of Clause)

NFC 42-13 --Bankruptcy. Bankruptcy (Jul 1995) In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of NAFI contract numbers and contracting offices for all NAFI contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

NFC 42-14 --Suspension of Work. Insert the following clause in solicitations and contracts when a fixed-price construction or architect-engineer contract is contemplated: Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the NAFI.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or

(2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of Clause)

NFC 46-12 --Inspection of Construction. Inspection of Construction (Aug. 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the NAFI. All work shall be conducted under the general direction of the Contracting Officer and is subject to NAFI inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) NAFI inspections and tests are for the sole benefit of the NAFI and do not -

(1) Relieve the Contractor of responsibility for providing adequate quality control measures; (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance; (3) Constitute or imply acceptance; or (4) Affect the continuing rights of the NAFI after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a NAFI inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The NAFI may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The NAFI shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the NAFI not to conform to contract requirements, unless in the public interest the NAFI consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the NAFI may -

(1) By contractor otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the NAFI decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the NAFI shall accept, as promptly as practicable after completion and inspection, all work required by the contractor that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the NAFI's rights under any warranty or guarantee.

(End of Clause)

Section J - List of Attachments

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 K - Representations, Certification, & Other Statements

SYSTEM FOR AWARD MANAGEMENT REGISTRATION

An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

Bid Guarantee (Sept 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to NAFI, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-
- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) **The amount of the bid guarantee shall be 20% percent of the bid price.**
- (d) If the successful bidder, upon acceptance of its bid by the NAFI within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

32. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(a) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(a) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM)(<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

c. Representation. The Offeror represents that-

(1) **It will**____, **will not**____ provide covered telecommunications equipment or services to the NAFI in the performance of any contract, subcontract or other

contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (d)(1) of this section if the Offeror responds "will" in paragraph (c) (1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

The Offeror shall provide the additional disclosure information required at paragraph (d) (2) of this section if the Offeror responds "does" in paragraph (c) (2) of this section.

d. Disclosures.

(1) Disclosure for the representation in paragraph(c) (1) of this provision. If the Offeror has responded "will" in the representation in paragraph (c) (1) of this provision, the Offeror shall provide the following information as part of the offer:

(a) For covered equipment-

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM)or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description ,as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (1) of this provision.

(b) For covered services-

(i) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (1) of this provision.

(2) Disclosure for the representation in paragraph(c) (2) of this provision. If the Offeror has responded "does" in the representation in paragraph (c) (2) of this provision, the Offeror shall provide the following information as part of the offer:

(a) For covered equipment-

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description ,as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (2) of this provision.

(b) For covered services-

(i) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a) (2) of this provision.

33. COVERED TELECOMMUNICATIONS EQUIPMENT ORSERVICES-REPRESENTATION

a. Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

b. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM)(<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

c. Representation.(1) The Offeror represents that it

does____, **does not**____ provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the

performance of any contract, subcontract, or other contractual instrument.(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it **does**____, **does not**____ use covered telecommunications equipment or services, or any equipment, system, or service that uses

covered telecommunications equipment or services.

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

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 Block 13, 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 in writing 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

SECTION L CONTINUED

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

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.