SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICIT SEALED BID (IFF INVITATION FOF NEGOTIATED (F REQUEST FOR	B) R BID RFP)	PAGE OF PAGES		
IMPORTANT - The "offer" section on the reven	se must be fully complet	ed by offeror.				
4. CONTRACT NUMBER	5. REQUISITION/PURCHAS	E REQUEST NUMBER	6. PROJECT NUMBER			
7. ISSUED BY CODE	Εε	3. ADDRESS OFFER TO				
9. FOR INFORMATION CALL:		b. TELEPHONE NUN	MBER (Include area code) (NO	COLLECT CALLS)		
	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 wit	hin calendar days and compl	ete it within calendar	days after receiving
award, notice to proceed. This	performance period is mandatory ne	egotiable. <b>(See</b>	).
12a. THE CONTRACTOR MUST FURNISH ANY RE (If "YES", indicate within how many calendar day		12b. CALE	NDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:			
	copies to perform the work required are due at t	he place specified in Item 8 by	(hour)
local time (da	te). If this is a sealed bid solicitation, offers wil	be publicly opened at that time.	Sealed envelopes
containing offers shall be marked to sho	w the offeror's name and address, the solicitati	on 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 requ	irements, and (2) other provisions and clauses	incorporated in the solicitation in f	ull text or by reference.
d. Offers providing less thanc	alendar days for Government acceptance after	the date offers are due will not be	considered and will be rejected.
		STANDARD FC	ORM 1442 (REV. 12/2022)
		Prescribed by GSA - F	FAR (48 CFR) 53.236-1(d)

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					
	ow in strict accordance with the terms of this solicitation, if this offer is accepted ate offers are due. (Insert any number equal to or greater than the minimum requirement ts the minimum in Item 13d.)				
18. The offeror agrees to furnish any required performance a	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 ( <i>Type or print</i> ) 20b. SIGNATURE 20c. OFFER DATE 20c. OFFER DATE						DATE		
AWARD (To be completed by Government)								

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOU	NTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		25. OTHER THAN FULL AND OPEN ( CODE AT	COMPETITION PURSUANT	
26. ADMINISTERED BY	-	27. PAYMENT WILL BE MADE BY		
CONTRACTING O. 28. NEGOTIATED AGREEMENT (Contractor is required to and return copies to issuing office.) Contractor and deliver all items or perform all work requirements identifi any continuation sheets for the consideration stated in this c and obligations of the parties to this contract shall be govern award, (b) the solicitation, and (c) the clauses, representation specifications incorporated by reference in or attached to this	MPLETE ITEM 28 OR 29 AS A 29. AWARD (Contractor is not red solicitation is hereby accepted contract, which consists of (a) this contract award. No furthe	quired to sign this document.) d as to the items listed. This a the Government solicitation a	award consummates the and your offer, and (b)	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTH (Type or print)	IORIZED TO SIGN	31a. NAME OF CONTRACTING OFFI	CER (Type or print)	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY		31c. DATE

## Section A - Solicitation/Contract Form

NKAK 23-5002 Repair (NAF R&M) TLF Bldg 952

Product Service Code: Z2FC

## Section B - Supplies or Services & Prices or Costs

## Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	FIRE ALARM: Furnish all plant, labor, and material necessary to accomplish all alteration and construction of Fire Alarm as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: H112 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	INSULATION: Furnish all plant, labor, and material necessary to accomplish all alteration and construction of Insulation as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot		
0003	RESTORATION: Furnish all plant, labor, and material necessary to accomplish all alteration and construction of Restoration as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot		
0004	DESIGN: Furnish all plant, labor, and material necessary to accomplish all Design as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot		
0005	MILDEW/MOLD: Furnish all plant, labor, and material necessary to accomplish all alteration and construction to clean MILDEW/MOLD outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot		
0006	ROOF: Furnish all plant, labor, and material necessary to accomplish all alteration and construction to Repair the Roof as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952	1	Lot		

	Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price			
0007	FIRE SUPPRESSION: Furnish all plant, labor, and material necessary to accomplish all alteration and construction for Fire Suppression as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot	
0008	ELECTRICAL: Furnish all plant, labor, and material necessary to accomplish all alteration and construction for Electrical as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot	
0009	MECHANICAL: Furnish all plant, labor, and material necessary to accomplish all alteration and construction for Mechanical as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot	
0010	GENERAL CONDITIONS: General Conditions and Division 1 Requirements as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot	
Option Line Item 0011	BID ALTERNATE #1: Requirements as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 for Bid Alternate #1 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot	
Option Line Item 0012	BID ALTERNATE #2: Requirements as outlined in the SOW for NKAK 235002 Repair (NAF-R&M) TLF B952 for Bid Alternate #2 Product Service Code: C1AZ Pricing Arrangement: Firm Fixed Price	1	Lot	

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## Section C - Description/Specifications/Statement of Work

### Requirements

The purpose of this project is to evaluate and repair the building envelope and all damaged equipment to mitigate the risk of future freezing. Fire lines and potable water lines are located in ventilated attic, unconditioned spaces, and uninsulated exterior walls. Subsequently, the project includes the restoration of interior finishes, including but not limited to drywall, cabinets, plumbing fixtures, light fixtures, flooring, and acoustical ceiling tile, that were removed during the remediation of the facility.

Project also replaces the entire fire alarm system, replacement of nonoperable mechanical equipment, repair of damaged plumbing lines, and reroof of the facility with a metal standing seam roof. Refer to below bid items for more extensive requirements.

## Section D - Packaging and Marking

## Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0002	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0003	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0004	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria.

	DoDAAC: F2S3CZ CountryCode: USA
	F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
	Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0005	Inspection and Acceptance Location
	Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria.
	DoDAAC: F2S3CZ CountryCode: USA
	F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
	Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0006	Inspection and Acceptance Location
	Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria.
	DoDAAC: F2S3CZ CountryCode: USA
	F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
	Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0007	Inspection and Acceptance Location
	Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria.
	DoDAAC: F2S3CZ CountryCode: USA
	F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
	Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0008	Inspection and Acceptance Location

	Both Destination
	Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F2S3CZ
	CountryCode: USA F2S3CZ 19 CES CEIA
	AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
	Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0009	Inspection and Acceptance Location
	Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria.
	DoDAAC: F2S3CZ CountryCode: USA
	F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
	Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0010	Inspection and Acceptance Location
	Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria.
	DoDAAC: F2S3CZ CountryCode: USA
	F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
	Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
Option Line Item	Inspection and Acceptance Location
0011	Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria.
	DoDAAC: F2S3CZ CountryCode: USA
	F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
	Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520

Option Line Item		Inspection and Acceptance Location
0012	Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria.	
		DoDAAC: F2S3CZ CountryCode: USA
		F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES
		Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520

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## Section F - Deliveries or Performance

Contractors will propose a completion date that will be accepted as a requirement of the contract.

**Overall Contract Delivery Period** 

**Delivery Before** 

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 365 Calendar Days Date of Notice to Proceed Receipt

Contractor Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0002	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0003	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
			UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil

0004	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0005	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0006	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0007	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0008	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0009	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES

			Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
0010	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
Option Line Item 0011	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520
Option Line Item 0012	Delivery Before Delivery Date 30 Apr 2026	1 Lot	Place of Performance DoDAAC: F2S3CZ CountryCode: USA F2S3CZ 19 CES CEIA AF NO MILSBILLS PROC CP 5019873398, 528 THOMAS AVE LITTLE ROCK AFB, AR 72099-4963 UNITED STATES Alena M. Miller Email: alena.miller@us.af.mil Telephone: 501-987-3520

## Section G - Contract Administration Data

## **Contract Administration Data**

INVOICES (MAR 2000):

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:

(i) Invoice date;

(ii) Name of Contractor;

(iii) 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.

(iv) Shipment number and date of shipment(Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of

Lading)

(v) 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);

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

(vii) Any other information or documentation required by other provisions 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)

(i) A proper invoice is to be received on within one business day after delivery in the contract for receipt of invoices and acceptance of the supplies delivered, or services rendered has occurred.

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

(iii) Payment terms (e.g., "Net2O") offered by the contractor will not be deemed Required payment dates.

(iv) 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.

(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."

c. Contractor shall prepare invoices according to the above instructions and send to 19th Contracting Squadron Points of Contact Darius Alexander, <u>darius.alexander@us.af.mil</u>, 501-987-4199, Jennifer Bradford, jennifer. <u>bradford.2@us.af.mil</u>, 501-987-4198, or Arthur J Brown III, <u>arthur.brown.17@us.af.mil</u>, 501-987-3303 for Contracting Officer Approval. Once Contracting Officer Approval is obtained; 19th Contracting Points of contact will forward invoices to the 19 FSS/FSRR NAF ACCOUNTING at 1255 Vandenberg Little Rock AFB, AR72099-4971 for processing and payment.

## Section H - Special Contract Requirements

### **NAF Applicable Laws and Policies**

DoDI 4105.67 - NAF procurement Policy

DoDI 4105.71 - NAF Procurement Procedure

EO 11246 - EEO and Affirmative Action

EO 13658 - Minimum Wage for Contractors

EO 13950 - Combating Race and Sex Stereotyping

10 U.S.C. 2492 - Non-appropriated fund instrumentalities: Contracts with other agencies and instrumentalities to provide and obtain goods and services.

22 U.S.C. 7104 - Combatting Trafficking in Persons

41 U.S.C. 10a-10d - Buy American Act

41 U.S.C. Section 7101-7109 - Contract Disputes Act / Davis Bacon Act

## **Section I - Contract Clauses**

# 52.211-12 Liquidated Damages-Construction.

As prescribed in <u>11.503(b)</u>, insert the following clause in *solicitations* and contracts:

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 Government in the amount of \$2,997.00 for each calendar *day* of delay until the work is completed or accepted.

(b) If the Government 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)

## 52.246-21 Warranty of Construction.

As prescribed in  $\frac{46.710(e)(1)}{(e)(1)}$ , the *contracting officer may* insert a clause *substantially as follows* in *solicitations* and contracts when a fixed-price *construction* contract (see  $\frac{46.705}{(e)}$  (c)) is contemplated, and the use of a *warranty* clause has been approved under agency procedures:

### Warranty of Construction (Mar 1994)

(a) In addition to any other *warranties* in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This *warranty shall* continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this *warranty shall* continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor *shall* remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor *shall* remedy at the Contractor's expense any damage to Government-owned or controlled real or *personal property*, when that damage is the result of-

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor *shall* restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's *warranty* with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government *shall* have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all *warranties*, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor *shall*-

(1) Obtain all *warranties* that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's *warranty* under paragraph (b) of this clause has expired, the Government *may* bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's *warranty*.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor *shall* not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This *warranty shall* not limit the Government's rights under the *Inspection* and Acceptance clause of this contract with respect to *latent defects*, gross mistakes, or fraud.

(End of clause)

# **52.211-10** Commencement, Prosecution, and Completion of Work.

As prescribed in <u>11.404(b)</u>, insert the following clause in *solicitations* and contracts when a fixed-price *construction* contract is contemplated. The clause *may* be changed to accommodate the issuance of orders under indefinite-delivery contracts for *construction*.

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor *shall* be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than TBD after the issuance of the Notice to Proceed. The time stated for completion *shall* include final cleanup of the premises.

(End of clause)

## Section J - List of Attachments

The attachments below are ZIP FILES that cannot be loaded into the Contracting Writing System, but are still an attachment in the award.

Attachment 4 - TLF Design Guides Zip File - (9)

Attachment 5 - AutoCADD Files Zip File - (148)

Attachment 6 - TLF As-Builts PDF Zip File - (108)

Attachment 7 - TLF Fire Suppression As-Builts Zip file - (5)

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Attachment 1 - A. SOW - NKAK 235002 Repair (NAF) Temporary Lodging Facility B952 -Draft	Statement of Work		17 Oct 2024	
03	Attachment 3 - Scheme D- APRIL 2024	Scheme D		01 Apr 2024	
04	Attachment 8 - AF Lodging Design Guide (27 Aug 15)	AF Lodging Design Guide		27 Aug 2015	
05	Attachment 9 - Wage Determination	Wage Determination		26 Apr 2024	
06	Attachment 10 - Material Submittal Schedule	Material Submittal Schedule		05 Aug 2024	
08	Attachment 2- Unit Pricing	Unit pricing		25 Oct 2024	
09	Attachment 11 - NAF Clauses	NAF Clauses		14 Nov 2024	

## Section K - Representations, Certification, & Other Statements Section L - Instructions, Conditions, & Notices to Offerors or Quoters

### **INSTRUCTIONS TO OFFERORS**

### SUBMISSION REQUIREMENTS.

The offeror's proposal must be submitted in two parts: a technical proposal and a price proposal. Each of the parts shall be separate and complete so that evaluation of each may be accomplished independently. The technical and price proposals shall be submitted via the electronic link provided by the Non-Appropriated Fund Instrumentality (NAFI).

### **Basis for Award**

**Part 1. Technical Proposal.** Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in this solicitation. Offerors are cautioned to be responsive to all the requirements of Section C (Scope of Work) and provide sufficient information to allow evaluation of the proposals per Section M (Evaluation Factors for Award). The technical proposal is expected to contain written and visual material. It must be succinct, well written and presented in a clear straightforward manner. The narrative shall use Time New Roman with a minimum font size of 11 and in an 8.5" x 11" format with a minimum margin of one-half inch on all sides. For this evaluation, offerors are to submit the technical proposal organized into the following five (5) factors:

Factor 1 -Technical Solution

Factor 2 - Recent/Relevant Experience and Past Performance

Factor 3 - Project Staffing

Factor 4 - Schedule

Factor 5 - Value Considerations

<u>Factor 1 - Technical Solution</u>. The offeror shall provide narratives to explain the offeror's technical solution to the requirements identified in the Statement of Work. The technical solution shall demonstrate a full and clear understanding of the work to be accomplished and provide a detailed plan of action that describes the performance of all requirements of the project. The narrative shall include a plan of action outlining the offeror's approach to incorporating the results of the design analysis for the project. The technical solution shall detail risks and challenges and how the offeror intends to overcome or mitigate risks. The offeror's plan shall describe testing technique(s) and quality control measures. In the Quality Control(QC) plan, include a description of how quality, timeliness and budgets shall be tracked and controlled, and the method of interaction and reporting to the Government. The QC plan must also address how the work efforts of subcontractors, if proposed, shall be managed for quality and timeliness. The narrative will not exceed ten (10) double sided pages.

### Factor 2 - Recent/Relevant Experience and Past Performance

a. Recent and Relevant Experience - Provide description of up five (5) projects substantially complete (90%) or completed by the Prime Contractor. Recent experience is eight (8) years prior the issuance date of this solicitation. Projects considered similar in scope to this project include dorms, barracks, hotels and visiting quarters renovations having fifty (50) units or more with a value of between \$10 million and \$20 million dollars. The narrative shall not exceed one (1) double sided page per project submission (total 5 pages).

- Very Relevant Experience is successful completion of five (5) renovation projects.

- Relevant Experience is successful completion of at least three (3) renovation projects.

- Somewhat Relevant Experience is successful completion of at least one (1) renovation project.

b. Past Performance - Recent past performance is defined as those projects completed for any customer(s) within the last eight (8) years prior to the issuance date of this solicitation. The NAFI will review up to five (5) projects substantially complete (90%) or completed by the Prime Contractor. Projects submitted more than the maximum will not be considered. Projects submitted beyond the eight (8) year period, measured from the date of this solicitation, will not be considered. While past performance on prime contractor's work is preferred, the offeror may include the experience of a teaming partner that will perform major or critical aspects of the work. Projects completed by any partner of a Joint Venture will be consider as prime contractor work. Please provide the following: project title, purpose, client name and phone number, completion date, staff involved, budget and square footage. The narrative shall not exceed three (3) double sided pages (total 3 pages).

<u>Factor 3 - Project Staffing</u> - Provide an organizational chart for this project showing on-site management and the responsible chain of command. A narrative outlining on-site management experience shall be submitted. Resumes are not required but may be submitted to demonstrate team member qualification. At a minimum the offeror shall provide the staff experience narrative or company names for the on-site management team, Designer of Record, major subcontractors, and the Fire Protection Engineer. The Designer of Record shall remain with the project until completion and acceptance by the NAFI. The narrative will not exceed five (5) double sided pages (total 5 pages).

<u>Factor 4 - Schedule</u> - The TLF is currently closed to operations. The NAFI desires to open the facility as soon as possible. Therefore, offerors shall provide a construction schedule that allows the NAFI to return the facility back to operations while demonstrating adherence to the requirements of the solicitation. The offeror's proposed schedule shall be binding upon award of the contract. The narrative shall include, at a minimum, a discussion related to schedule development, schedule adherence, risk mitigation, supply logistics, avoidance of contract modifications, and construction management that demonstrates the ability to ensure timely completion of the project. The narrative shall discuss how schedule attainment connects with effective quality control. The narrative shall not exceed one (1) single sided page and one (1) single sided page for the schedule (total of 1 double sided page).

Factors 1- 4 are of equal importance and are of equal importance to price. Factor 5 below allows for additional technical/price tradeoff considerations. If provided by the offeror, Factor 5 is of less importance than Factors 1- 4 and the costs for elements of Factor 5 may be considered as a tradeoff.

Factor 5 - Value Considerations - The offeror may provide a narrative on any value consideration for evaluation by the NAFI. This factor is not mandatory but allows the offeror to describe alternative solutions, cost and schedule savings, as well as advancements in technology not considered in the statement of work. The offeror must provide narratives that fully support alternatives to the prescribed statement of work. The narratives shall outline the advantages, benefits, as well as assumptions and risks of any value considerations.

The offeror shall provide a narrative clearly identifying and supporting proposed cost and schedule impacts. This factor is the only factor that allows cost information in the technical narrative. The NAFI will expressly definitize any accepted value considerations in the awarded contract. The narratives shall not exceed one (1) double sided page (total of 1 page).

**Part 2. Price Proposal.** The offeror shall enter amounts for Contract Line Item Numbers (CLINS) as indicated in the price schedules for Schedule B, Supplies or Service and Prices/Costs and the associated Attachment 2 - Unit Pricing. Insert proposed unit prices for items identified in Attachment 2 - Unit Pricing.

## Section M - Evaluation Factors for Award

### EVALUATION FACTORS FOR AWARD

### **BASIS FOR AWARD**

This is a Best Value Trade Off: It is in the best interest of the Non-Appropriated Fund Instrumentality (NAFI) to award other than the lowest priced offer and/or other than the highest technically rated offer. The NAFI will make award to the responsible offeror whose offer:

- 1) Conforms to the requirements stated in this Request for Proposals (RFP),
- 2) Has no deficiencies,

### And

3) Is the most advantageous to the NAFI, cost and other non-cost factors considered. Factors 1- 4 are of equal importance and are of equal importance to price. Factor 5 allows for additional technical/price tradeoff considerations. If provided by the offeror, Factor 5 is of less importance that Factors 1- 4 and the costs for elements of Factor 5 may be considered as a tradeoff.

The following criteria will be used to evaluate Part 1-Technical Proposal and Part 2 - Price Proposal and the price proposal within the offeror's proposal.

### Part 1. Technical Proposal

<u>Factor 1 -Technical Solution</u> - The NAFI will evaluate the offeror's technical solution for strengths, weaknesses, and deficiencies. The plan of action will be evaluated for the demonstrated understanding of the problem and the soundness of resolution approach that includes an evaluation of the design analysis, risk identification and mitigation strategies. The offeror's Quality Control plan will be evaluated for soundness of the proposed plan for over sight of the performance, costs, and schedule aspects for the project.

### Factor 2 - Recent/Relevant Experience and Past Performance -

a. The NAFI will evaluate up to five (5) projects provided in the narrative for recency and relevancy. Recent experience is eight (8) years prior the issuance date of this solicitation. Projects submitted outside this period will not be evaluated. Projects considered similar in scope to this project include dorms, barracks, hotels, visiting quarters renovations having fifty (50) units or more with a value of between \$10 million and \$20 million dollars.

- Very Relevant Experience is successful completion of five (5) renovation projects.

- Relevant Experience is successful completion of at least three (3) renovation projects.
- Somewhat Relevant Experience is successful completion of at least one (1) renovation project.

b. Past Performance - The purpose of the past performance evaluation is to assess the degree of confidence the NAFI has in the offeror's ability to meet the solicitation requirements and maintain the proposed schedule based on the offeror's demonstrated record of performance. The assessment process will result in an offeror's overall performance confidence assessment rating as outlined below:

Rating

Substantial Confidence	Based on the offeror's recent/relevant performance record, the NAFI has a <u>high expectation</u> that the offeror will successfully perform the required effort.	
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the NAFI has a <b>reasonable expectation</b> that the offeror will successfully perform the required effort.	
Neutral Confidence	No recent/experience is available or is so sparse that no meaningful confidence can be assessed.	
Limited Confidence	Based on the offeror's recent/relevant performance record, the NAFI has a <b>low expectation</b> that the offeror will successfully perform the required effort.	
No Confidence	Based on the offeror's recent/relevant performance record, the NAFI has <b>no expectation</b> that the offeror will successfully perform the required effort.	

<u>Factor 3 - Project Staffing</u> - The NAFI will evaluate the proposed project staffing narratives to determine how the offeror intends to manage and direct the successful completion of this requirement. The evaluation will include a review of resumes, if provided, for all proposed staffing. The evaluation will include a review of the organizational chart for this project showing on-site management and the responsible chain of command. The evaluation will assess the experience of the proposed staff relative to the relevancy of the project.

<u>Factor 4 - Schedule</u> - The TLF is currently closed to operations. The NAFI desires to open the facility as soon as possible. The evaluation will assess the offeror's proposed schedule while adhering to the requirements of the solicitation. The proposed schedule will be binding to the offeror upon award of the contract. The narrative will be evaluated to assess the offeror's processes for schedule adherence, risk mitigation, supply logistics, and construction management and how the offeror demonstrates the ability to ensure timely completion of the project.

Factor 5 - Value Considerations - The NAFI will evaluate value considerations for fully supported benefits and useful advantages to the project and the NAFI to include elements not included in the Statement of Work (SOW). This factor **is not** mandatory, and the offeror will not be evaluated favorably or unfavorably <u>for not</u> providing value consideration. The NAFI will expressly definitize any accepted value considerations in the awarded contract.

### Part 2 - Price Proposal

The offeror shall enter amounts for Contract Line Item Numbers (CLINS) as indicated in the price schedules for Schedule B, Supplies or Service and Prices/Costs and the associated Attachment 2 - Unit Pricing. The proposed unit prices for items identified in Attachment 2 - Unit Pricing will be evaluated for reasonableness of price of the item and in relationship with the associated CLIN cost. All cost will be evaluated against an Independent Government Estimate, competitive offers, and any pricing/cost information obtained by the NAFI to determine a fair and reasonable price for this requirement.

### **Evaluation Procedures**

<u>Technical Evaluation Panel</u> - The Contracting Officer has established a Technical Evaluation Panel to conduct an evaluation of each technical proposal received in response to this solicitation. The technical evaluation will be based exclusively on the merits and content of the proposal and any subsequent clarifications or discussions required. The panel **will not** consider previous knowledge, associations, or any information incorporated by reference or otherwise referred to. To be considered acceptable, Factors 1-4 of the technical proposal requirements listed above must be addressed. Factor 5 is optional.

<u>Competitive Range Determination</u> - Each proposal submitted will be reviewed initially to determine if it conforms to the general requirements of the RFP. The technical proposal will be evaluated and scored separately from the price proposal. From these evaluations, the Contracting Officer will determine two (2) offerors for the competitive range and further negotiations. The two (2) proposals in the competitive range will consist of those proposals that have a reasonable chance of being selected for award. Proposals that are not considered to be in the competitive range will be excluded from further consideration.

<u>Presentation Requirements for Offerors in the Competitive Range</u> - The two (2) offerors in the competitive range may be required to provide a brief presentation to the Technical Evaluation Panel to discuss their proposed approach in further detail. This presentation, if necessary as determined by the Contracting Officer, is expected to include an interactive discussion between the offeror's team and the Technical Evaluation Panel. In addition to the presentation, offerors determined to be in the competitive range may be required to provide written and/or verbal clarifications to questions concerning their proposals.

After presentations are completed, the Technical Evaluation Panel will reevaluate the proposals using the supplemental information provided.

**Contract Award**. Upon completion of the evaluation and an integrated assessment by the source selection authority, the NAFI intends to award a single firm-fixed design-build contract to a single offeror. The NAFI may award a contract, without discussions, to other than the lowest priced offer and/or other than the highest technically rated offer.