AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		2

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0003	29 June 2026		N27-12

6. ISSUED BY CODE N944

CNIC Facilities and Construction Contracting
A'Keesha Stark, Contracting Officer
5720 Integrity Drive, Lassen Building 457
Millington, TN 38055
akeesha.r.stark.naf@us.navy.mil / (901) 930-7405

7. ADMINISTERED BY *(If other than Item 6)* CODE

Debbie Little, Contract Specialist
debra.s.little9.naf@us.navy.mil
(901) 874-6860

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)

☒ 9A. AMENDMENT OF SOLICITATION NUMBER: NAVMWR-26-R-0041

9B. DATED *(SEE ITEM 11)*: 16 June 2026

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

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

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

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

NAVMWR-26-R-0041
NAS Lemoore Community Recreation Project
Amendment 0003

Continued on Page 2...

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

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

BLOCK 14 CONTINED:

A. Changes:

1. This amendment is hereby issued to remove Section L in its entirety and replace it with the updated version as Attachment 1. The amendment changes the Contracting Officer from Stephanie Jeffries to A'Keesha Stark, adds Debbie Little as the Contract Specialist, and Lisa Fulton as the Point of Contact for site visits.

//**NOTHING ELSE FOLLOWS**//

ATTACHMENT 1

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
(NONAPPROPRIATED FUNDS)

L-1. DEFINITIONS (MAR 2009)
L-2. PREPARATION OF OFFERS (MAR 2009)
L-3. CONTRACT AWARD – NEGOTIATED PROCUREMENTS (MAR 2009)
L-4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS (APR 2016)
L-5. SUBMISSION OF OFFERS (MAR 2009)
L-6. FAILURE TO SUBMIT OFFER (MAR 2009)
L-7. LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFER (MAY 2021)
L-8. DISCOUNTS FOR PROMPT PAYMENT (MAR 2009)
L-10. LABOR INFORMATION (APR 2016)
L-11. SITE VISIT (MAR 2009)
L-12. TYPE OF CONTRACT (MAR 2009)
L-13. PRE-PROPOSAL CONFERENCE (AUG 2025)
L-14. CONTRACTOR ESTABLISHMENT CODE (JUN 2024)
L-15. RESTRICTION ON DISCLOSURE AND USE OF DATA (MAR 2009)
L-16. CHANGES IN SPECIFICATIONS AND DRAWINGS (APR 2016)
L-17. PERIOD FOR ACCEPTANCE OF OFFERS (MAY 2021)
L-18. SERVICE OF PROTEST (DEC 2024)
L-19. SUBMISSION REQUIREMENTS
L-19-1. VOLUME I - PART 1, PROPOSED DESIGN SOLUTION
L-20. EXPLANATION TO PROSPECTIVE OFFERORS (AUG 2016)
L-21. EVALUATION AND RATING OF OFFERS (MAR 2009)
L-22. PRE-AWARD INFORMATION (APR 2016)
L-23. SUBMITTAL INSTRUCTIONS & SPECIAL MARKING (AUG 2025)
L-24. SITE VISIT (CONSTRUCTION) (APR 2016)
L-25. INCURRING COSTS (NOV 2012)
L-29. FALSE STATEMENTS IN BIDS (MAY 2021)
L-31. INSTRUCTIONS TO OFFERORS - NEGOTIATED (AUG 2016) – Alternate I
L-32. SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (SEP 2015)

L-1. DEFINITIONS (MAR 2009)

As used herein:

A. The term "solicitation" means an Invitation for Bids (IFB) when using sealed bidding and a Request for Proposal (RFP) when an acquisition is negotiated.

B. The term "offer" means "bid" when sealed bidding is used and "proposal" when an acquisition is negotiated.

L-2. PREPARATION OF OFFERS (MAR 2009)

A. Offerors are expected to examine the Attachments in Section J, including all drawings, specifications, and schedules; and all instructions herein. Failure to do so will be at the Offeror's risk.

B. Each Offeror shall furnish the information as required by the solicitation. The Offeror shall sign the offer and print or type its name on the Proposal Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

C. For each item offered, Offerors shall (1) show the unit price, including, unless otherwise specified, packaging, packing and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

D. Offers for supplies other than those specified will not be considered unless authorized by the solicitation.

E. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

F. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L-3. CONTRACT AWARD – NEGOTIATED PROCUREMENTS (MAR 2009)

A. The NAFI will award a Contract resulting from the solicitation to the responsible Offeror whose Offer conforming to the solicitation will be most advantageous to the NAFI, cost or price and other factors, specified elsewhere in this solicitation, considered.

B. The NAFI may (1) reject any or all Offers if such action is in the public interest, (2) accept other than the lowest Offer, and (3) waive informalities and minor irregularities in Offers received.

C. The NAFI may award a Contract on the basis of initial Offers received, without discussions. Therefore, each initial Offer should contain the Offeror's best terms from a price and technical standpoint.

D. The NAFI may accept an item or group of items of an Offer, unless the Offeror qualifies the Offer by specific limitations. Unless otherwise provided in the Proposal Schedule, Offers may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity Offered, at the unit cost or prices Offered, unless the Offeror specifies otherwise in the Offer.

E. A written award or acceptance of Offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the Offer shall result in a binding Contract without further action by either party. Before the Offer's specified expiration time, the NAFI may accept an Offer (or part of an Offer, as provided in Paragraph 'D' above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an Offer do not constitute a rejection or counter Offer by the NAFI.

F. Neither financial data submitted with an Offer or representations concerning facilities or financing, will form a part of the resulting Contract. However, if the resulting Contract contains a clause providing for price reduction for defective pricing data, the Contract price will be subject to reduction if pricing data furnished is incomplete, inaccurate or not current.

L-4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS (APR 2016)

A. If this solicitation is amended, then all terms and conditions that are not modified remain unchanged.

B. Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) by letter or telegram, or (4) by facsimile, if facsimile offers are authorized in the solicitation. The NAFI must receive the acknowledgement by the time and at the place specified for receipt of offers.

L-5. SUBMISSION OF OFFERS (MAR 2009)

A. Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the Offeror.

B. Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of offers.

C. Item samples, if required, must be submitted within the time specified for receipt of offers, unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the NAFI and (2) returned at the sender's request and expense, unless they are destroyed during pre-award testing.

L-6. FAILURE TO SUBMIT OFFER (MAR 2009)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-7. LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFER (MAY 2021)

A. Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated office on the date that offers are due. Any offer, modification, or withdrawal received at the office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made; and

1. Sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th)
2. If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government/NAFI infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
3. There is acceptable evidence to establish that it was received at the installation designated for receipt of offers and was under the Government/NAFI control prior to the time set for receipt of offers; sent by mail (or telegram if authorized) and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation
4. The only offer received.

B. Any modification of an offer, except a modification resulting from the Contracting Officer (hereinafter KO)'s request for offer revisions, is subject to the same conditions as in Subparagraphs A(1) through A(4) above.

C. A modification resulting from the Contracting Officer's request for offer revisions received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

D. The only acceptable evidence to establish the date of mailing of a late offer or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the offer, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper of the offer.

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

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

G. Notwithstanding Paragraph 'A' above, a late modification of an otherwise successful offer that makes its terms more favorable to the NAFI may be considered at any time it is received and may have been accepted.

H. Offers may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Offers may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the offer before award.

I. Unless otherwise specified in the solicitation, the Offeror may offer to provide any item or combination of items.

J. Offerors shall submit offers in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision, Evaluation of Foreign Currency Offers, is included in the solicitation.

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

L. Offerors may submit revised offers only if requested or allowed by the Contracting Officer.

M. Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

L-8. DISCOUNTS FOR PROMPT PAYMENT (MAR 2009)

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 (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date a proper invoice or voucher is received in the office specified by the NAFI, if the latter is later than date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which a wire transfer was made.

L-10. LABOR INFORMATION (APR 2016)

General information regarding the requirements of the Construction Wage Rate Requirements statute and the Contract Work Hours and Safety Standards statue (40 U.S.C. 327-330) may be obtained the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

L-11. SITE VISIT (MAR 2009)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L-12. TYPE OF CONTRACT (MAR 2009)

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

L-13. PRE-PROPOSAL CONFERENCE (AUG 2025)

A. There will be a virtual pre-proposal conference conducted via MS Teams on 1 July 2026 at 11:00 AM CT/9:00 AM PT. All prospective Offerors are urged to attend this conference. In order to make this conference as productive as possible, Offerors are requested to submit all questions via E-Mail to the Contracting Officer at: akeesha.r.stark.naf@us.navy.mil and Contract Specialist Debbie Little at debra.s.little9.naf@navy.mil, no later than three (3) days prior to the pre-proposal conference.

B. Prospective Offerors shall notify the Contracting Officer, in writing of the names of those company officials who will attend the conference no later than three (3) days prior to the conference.

C. All prospective Offerors are advised that at the conclusion of the conference, unless the solicitation is amended in writing, it will remain unchanged and; that if an amendment is issued, normal procedures relating to the acknowledgment and receipt of such amendment shall be applicable.

D. Site Visit: The site visit POC is Lisa Fulton, 559-998-4896, lisa.a.fulton.naf@us.navy.mil. The Contractor shall contact the POC at least five (5) calendar days prior to scheduled arrival.

L-14. CONTRACTOR ESTABLISHMENT CODE (JUN 2024)

A. In the block with its name and address, the Offeror should supply the Unique Entity Identifier applicable to that name and address, if known, to the Offeror. The number should be preceded by "UEI." Offerors should take care to report the correct UEI and not a similar number assigned to the Offeror in a different system.

B. The UEI is a 12 digit code assigned to a Contractor establishment that contracts with a Federal executive agency. The UEI system is a Contractor identification coding system which is assigned to an entity by the System for Award Management (SAM.gov). The UEI system is distinct from the Federal Taxpayer Identification Number (TIN) system.

L-15. RESTRICTION ON DISCLOSURE AND USE OF DATA (MAR 2009)

Offerors who include in their Offer data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall:

A. Mark the title page with the following legend:

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

B. Mark each sheet of data it wishes to restrict with the following legend:

"Use or communication of data contained on this sheet is subject to the restriction on the title page of this offer or quotation."

L-16. CHANGES IN SPECIFICATIONS AND DRAWINGS (APR 2016)

The right is reserved as the interest of the NAFI may require, to revise or amend the specifications and-or drawings prior to the date set for opening offers. Such revisions and amendments, if any, will be announced by amendment or amendments to this solicitation. Copies of such amendments as may be issued will be furnished to all prospective offerors. If the revisions and amendments are of a nature which require material changes in quantities or prices offered, or both, the date set for opening offers may be postponed by such number of days as in the opinion of the Contracting Officer will enable the offerors to revise their offers. In such cases, the amendment will include an announcement of the new date for the opening of offers.

L-17. PERIOD FOR ACCEPTANCE OF OFFERS (MAY 2021)

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 90 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Proposal Schedule.

L-18. SERVICE OF PROTEST (DEC 2024)

A. Offerors are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. However, where an offeror is not satisfied with a procurement decision of the Contracting Officer that offeror may file a written protest with the Contracting Officer and the Contracting Officer will issue a final decision on the protest. Any interested party who is dissatisfied by the Contracting Officer's final decision on the protest may file a written appeal with the Commanding Officer. The procedures for filing protests may be found in the Nonappropriated Fund Acquisition Rules (NAR) PART 33 of CNIC M-7043.1. A copy of NAR PART 33 will be provided to any offeror by the Contracting Officer upon request.

B. Protests are to be filed directly with the Contracting Officer (address as follows):

Stark, A'Keesha, Contracting Officer
CNIC, Facilities and Construction Contracting
5720 Integrity Drive, Lassen Bldg. 457
Millington, TN 38055

C. Any protest received shall be processed in accordance with CNIC M-7043.1.

L-19. SUBMISSION REQUIREMENTS

A. Offerors shall submit a proposal made up of two volumes, Technical (Volume I) and Price (Volume II). Volume I shall be submitted as one (1) original mailed and one (1) electronic copy of Technical separately from Volume II as one (1) original mailed and one (1) electronic copy of the Price. **No price/cost information shall be included with the Offerers' Volume I.** Assemble written proposal narratives, catalog data, and specification data into appropriately

tabbed document packages for easy identification of sections and subsections of the proposal documents.

1. **Volume I TECHNICAL: (*1 original and 1 electronic)***

   a. Part 1: PROPOSED DESIGN SOLUTION
   b. Part 2: PROJECT EXECUTION METHOD
   c. Part 3: QUALIFICATIONS AND EXPERIENCE

2. **Volume II PRICE: (*1 original and 1 electronic)***

   a. Part 1: Financial Data
   b. Part 2: Price Offer

B. The following technical data shall be submitted as part of the RFP technical proposal. The Contractor's accepted proposal may be incorporated into the task order. Offerors are advised that the required data listed below will be utilized for technical review and evaluation. Requirements, codes, standards and any other information contained or specified in SECTION C and elsewhere in this RFP will be assumed to be included and to be a part of the Offeror's proposal. It need not be repeated therein. The criteria specified in this RFP are binding contract criteria and in cases of any conflict, subsequent to award, between RFP criteria and Contractor's submittals, the RFP criteria shall govern unless there is a written agreement between the Contracting Officer and the Contractor waiving the specific requirement or accepting a specific condition pertaining to the Proposal.

C. Proposals will be evaluated for conformance to the minimum criteria in the RFP and for quality. It must also form a sufficient basis for developing a fair and reasonable price proposal. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information hereinafter required. Elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness.

D. In general, the proposal may be considered acceptable if it includes:

L-19-1. VOLUME I - PART 1, PROPOSED DESIGN SOLUTION

A. Design Narrative: Provide a narrative describing all project elements and the rationale behind the design. Address the final finished appearance of a centralized recreation services facility that includes the Community Recreation admin office, Ticket and Travel, Outdoor Gear and Equipment rental, RV park check-in and check-out, and equipment maintenance activities. The design narrative will describe three primary functional zones, the community-focused zone on the east side, an active recreation zone on the west side, and a back-of-house operations zone at the south side. As well as proposed materials and construction techniques used to provide the completed project.

B. Drawings: As required to illustrate a design intent with the three organized functional zones.

L-19-2. VOLUME I - PART 2, PROJECT EXECUTION METHOD

A. Project Schedule: In addition to the time schedule to be submitted in Section B of this RFP, the Offeror shall provide an outline plan for the design and construction phasing of the project. Graphically represent the integration of all significant elements of construction in days of effort as required. The schedule shall be prepared in the form of a time scaled (i.e. Gantt Chart or other) summary network diagram graphically indicating the sequence proposed to accomplish each work operation and appropriate interdependencies between the various activities. The chart shall show, by phase, the starting and completion dates of all activities on a linear horizontal time scale beginning with the date of award and indicating the number of calendar days to completion. Each significant activity of the design and construction phases of the project shall be represented for the activity indicated. The Contractor shall indicate on the chart the key work activities that are critical to the timely overall completion of the project. Key dates for important features or portions of work features are milestone dates and shall be indicated on the chart. Include 21 calendar days for NAFI's review of each design submittal.

A. Project Management Plan:

1. Provide a narrative describing how the Offeror intends to manage the project from award, design, construction and close-out with emphasis on how a quality product will be produced, on schedule, within budgetary and/or contract restraints.

2. Provide a proposed project organizational chart with project specific position titles that clearly show the lines of communication and organizational hierarchy/chain of command for design, construction and quality control.

L-19-3. VOLUME I, PART 3, QUALIFICATIONS AND EXPERIENCE

A. Experience:

1. Provide a proposed project organizational chart with project specific position titles that clearly show the lines of communication and organizational hierarchy/chain of command for design, construction and quality control.

2. Provide a narrative describing how the Offeror intends to manage the project from award, design, construction and close-out with emphasis on how a quality product will be produced, on schedule, within budgetary and/or contract restraints.

B. Qualifications: Provide a list of key personnel to include the following

- Project Manager (PM) (5 years)
- Architect/Engineer of Record (10 years)
- Site Superintendent (cannot also serve as the Chief of Contractor Quality Control) (5 years)
- Contractor Quality Control (CQC) Chief (5 years)
- Site Safety and Health Officer (SSHO) (5 years)
- And other key personnel identified by the Offeror.

Refer to Paragraph H-28. Key Personnel. Provide detailed resumes for all key personnel to include applicable licensing, education, and certifications with prior experience and demonstrated competencies as they relate to the project.

L-19-4. VOLUME II, PART 1, FINANCIAL DATA

A. This volume consists of required submittals on the Contractor's financial status and resources. This material will be used to verify the contractor's ability to perform.

B. A narrative describing the firm's executive personnel.

C. Firm's financial resources. One (1) copy of the most recent annual financial report (Balance Sheet and Income Statement as a minimum). A CPA-verified report is preferable.

D. Name, telephone number and location of the firm's bank and/or other financial institutions with which the Offeror conducts business. (Written release/authorization acceptable to bank and/or other financial institutions permitting Contracting Officer to make inquiries).

E. Name, location and telephone number of the firm's proposed bonding agent.

F. Name, location, and telephone number of the state in which the corporation status is maintained.

G. If not included in Volume I, Offeror shall furnish with the proposal a statement of whether the Offeror is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the Offeror's ability to prosecute the required work. The "such other information" referred to above and in Section L-22. shall include but is not limited to the following:

1. The name and address of the office or firm under which such similar work was performed.
2. A list of key personnel available for the project and their qualifications.
3. A list of present commitments, including the dollar value thereof, and name of office under which the commitments are present.
4. All information provided as part of this paragraph will be treated as confidential.

L-19-5. VOLUME II, PART 2, PRICE OFFER

This submittal shall consist of completion of Section A (Standard Form 33); Section B (Supplies or Services and Price/Costs) including breakdown with explanation of any unusual pricing included in the Offer, Section K (Representations & Certifications) and acknowledge all amendments.

L-20. EXPLANATION TO PROSPECTIVE OFFERORS (AUG 2016)

A. Any prospective Offeror desiring an explanation or interpretation of the solicitation must request it in writing not later seven (7) days before the closing date and time. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

B. Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters which can in any way affect the work or the price thereof. Should an Offeror find discrepancies in, or omission from the solicitation, or be in doubt as to their meaning, immediately notify the Contracting Officer for explanation or interpretation.

L-21. EVALUATION AND RATING OF OFFERS (MAR 2009)

Offerors are advised that the evaluation and rating of offers are conducted in strict confidence in that evaluation personnel review and rate each offer without knowledge of the price offered. Offerors are required to segregate their cost and pricing information.

L-22. PRE-AWARD INFORMATION (APR 2016)

Each Offeror shall furnish with his offer a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the Offeror's ability to prosecute the required work. The "such other information" referred to above shall include but is not limited to the following:

A. The name and address of the office or firm under which such similar work was performed.

B. A list of key personnel available for the project and their qualifications

C. A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed.

D. A completed Department of the Treasury Internal Revenue Service Form W-9.

L-23. SUBMITTAL INSTRUCTIONS & SPECIAL MARKING (AUG 2025)

A. Offers shall be submitted in two separate envelopes/electronic submittals as follows:

1. **One envelope** shall contain **Volume I** (*1 original and 1 electronic),* as described in L-19 above. It should be clearly marked **"TECHNICAL OFFER, NAVMWR-26-R-0041"**

2. **The second** *envelope shall contain* **Volume II** (*1 original and 1 electronic)*, as described in L-19 above. It should be clearly marked "**PRICE OFFER, NAVMWR-26-R-0041**"

B. Both envelopes shall be plainly marked on the lower left hand corner as follows:

Request for Offer No.: NAVMWR-26-R-0041
Request for Offer Closing Date: 16 July 2026
Request for Offer Closing Time: 3:00PM CT
Offer For: N27-12 - Lemoore Community Rec Center

C. Offerors are advised that the technical evaluation and rating of Offers are conducted in strict confidence in that technical evaluation personnel review each Offer without knowledge of the price proposed.

D. The delivery address for Offers that are sent via a commercial carrier, (i.e., other than the U.S. Mail service) is:

CNIC, Facilities and Construction Contracting N944
Attn: Stark, A'Keesha
7736 Kitty Hawk Ave
Lassen Building 457
Millington, TN 38055-6560

E. The U.S. mailing address is located on page one of this RFP.

F. Email address for electronic submittals is:

N27-12_-_Lemoore_Community_Rec_Ce.4C._Abstract_of_Bids_Proposals@docs-gc2.e-builder.net

L-24. SITE VISIT (CONSTRUCTION) (APR 2016)

A. The clauses, Differing Site Conditions and Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors or quoters are urged and expected to inspect the site where the work will be performed.

B. Site visits may be arranged during normal duty hours by contacting Lisa Fulton at least five (5) days prior to scheduled arrival:

Lisa Fulton
FFR Director
737 Avenger Ave
Lemoore, CA 93246
(559) 998-4896
lisa.a.fulton.naf@us.navy.mil

L-25. INCURRING COSTS (NOV 2012)

The NAFI shall not be liable for any costs incurred by offerors in submitting offers in response to this solicitation, including any site visits by offerors.

L-29. FALSE STATEMENTS IN BIDS (MAY 2021)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

L-31. INSTRUCTIONS TO OFFERORS - NEGOTIATED (AUG 2016) – Alternate I

A. **Definitions. As used in this provision-**

1. "Discussions" are negotiations that may, at the Contracting Officer's discretion; result in the offeror being allowed to revise its proposal.
2. "In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
3. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
4. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
5. "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

C. **Submission, modification, revision, and withdrawal of proposals.**

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

a. Addressed to the office specified in the solicitation, and
b. Showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in provision L-23. Submittal Instructions & Special Marking.

2. The first page of the proposal must show-

a. The solicitation number;

b. The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

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

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

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

3. Submission, modification, revision, and withdrawal of proposals.

a. Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated office on the date that offers are due. Any offer, modification, or withdrawal received at the office designated in the solicitation after the exact time specified for receipt of Offers is "late" and will not be considered unless it is received before award is made; and

1) Sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th)

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

3) There is acceptable evidence to establish that it was received at the installation designated for receipt of offers and was under the Government/NAFI control prior to the time set for receipt of offers; sent by mail (or telegram if authorized) and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation

4) The only offer received

b. Any modification of an offer, except a modification resulting from the Contracting Officer’s request for offer revisions, is subject to the same conditions as in Subparagraphs (a)(1) through (a)(4) above.

c. A modification resulting from the Contracting Officer’s request for offer revisions received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

d. The only acceptable evidence to establish the date of mailing of a late offer or modification sent either by registered or certified mail is the U.S. or Canadian Postal

Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the offer, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper of the offer.

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

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

g. Notwithstanding Paragraph 'a' above, a late modification of an otherwise successful offer that makes its terms more favorable to the NAFI may be considered at any time it is received and may have been accepted.

h. Offers may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Offers may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the offer before award.

i. Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

j. Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision, Evaluation of Foreign Currency Offers, is included in the solicitation.

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

l. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

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

n. Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the NAFI. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the NAFI, shall be clearly identified and explicitly defined. The NAFI reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

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

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

1. Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the NAFI and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with - the submission of this data, the NAFI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets _____ and _____.
2. Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

F. **Contract award**.

1. The NAFI intends to award a contract or a contract resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
2. The NAFI may reject any or all proposals if such action is in the NAFI's interest.
3. The NAFI may waive informalities and minor irregularities in proposals received.
4. The NAFI intends to evaluate proposals and award a contract without discussions with offerors (except for clarifications). Therefore, the Offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The NAFI reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
5. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
6. The NAFI reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the NAFI's best interest to do so.
7. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the NAFI.
8. The NAFI may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the NAFI.
9. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

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

11. The NAFI may disclose the following information in post-award debriefings to other offerors:

a. The overall evaluated cost or price and technical rating of the successful Offeror;

b. The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

c. A summary of the rationale for award; and

d. For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

L-32. SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (SEP 2015)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

END OF SECTION L