PLEASE READ THIS ENTIRE NOTICE CAREFULLY AS IT CONSTITUES THE ONLY NOTICE THAT WILL BE ISSUED.

Amendment 0004:

The purpose of this amendment is to formally incorporate mandatory Cybersecurity Maturity Model Certification (CMMC) requirements into the solicitation and to reopen the solicitation for the sole purpose of allowing offerors to provide their CMMC compliance status.

1. CLAUSE INCORPORATION:
The following Defense Federal Acquisition Regulation Supplement (DFARS) provisions and clauses are hereby incorporated by reference and/or full text into this solicitation:

- DFARS 252.204-7025, Compliance with Safeguarding Covered Defense Information Controls (Notice).
- DFARS 252.204-7021, Cybersecurity Maturity Model Certification Requirements.

2. CMMC LEVEL REQUIREMENT:

In accordance with DFARS 252.204-7025(b)(1), the CMMC level required for this procurement is: **CMMC Level 1 (Self)**.

3. INSTRUCTIONS TO OFFERORS:

To be eligible for award, all apparent successful offerors must have a current (i.e., not older than one year) "Final Level 1 (Self)" assessment and an annual affirmation of continuous compliance recorded in the Supplier Performance Risk System (SPRS).

https://www.sprs.csd.disa.mil/cmmc.htm

Offerors who previously submitted timely proposals must submit the following via email to the Contracting Officer and Contract Specialist no later than the revised closing date below:

a) A statement acknowledging this amendment.

b) The CMMC Unique Identifier(s) (UID) generated by SPRS for the contractor information system(s) that will process Federal Contract Information (FCI) during contract performance.

c) Confirmation that an active annual affirmation has been submitted in SPRS.

4. REVISED CLOSING DATE:

The date and time specified for receipt of offers is extended to 17 July 2026 at 2:00PM Local Time.

All other solicitation terms and conditions remain unchanged.

Amendment 0003:

The purpose of this amendment is to

1. **Provide the environmental paint results for B1318 Room 136. See attachment #7**
2. **Extend the solicitation due date to 08 July 2026.**

All other solicitation terms and conditions remain unchanged.

Amendment 0002:
The purpose of this Amendment is to:

1. **Answer RFI 002 as seen below**
2. **Extend the solicitation due date from 12 June 2026 to 24 June 2026.**

RFI 002

1. **Is this BABA or AIS.**

Answer: To be determined by NUWC Contracts.

2. **Is there going to be a hollow metal spec issued?**

Answer: Remove and replace existing door and hardware in kind.

3. **Other than the door hardware schedule listed on page A2, will there be a more detailed spec?**

Answer: Remove and replace existing door and hardware in kind.

4. **What are the windows in the wall with note #8 made of? Will those be wood, aluminum or hollow metal?**

Answer: Existing framing is metal as a result, windows should be framed out of metal.

5. **What are the specs for the glazing type for the new windows?**

Answer: See revised Specification (REV1). New windows shall be plastic fixed windows.

6. **Can we confirm that the HVAC scope is limited to the diffuser/return grille removal and replacement and that no rooftop, ductwork, or rebalancing is part of the scope?**

Answer: Scope is limited to the diffuser and return replacement. HVAC Units on roof are new.

7. **Confirm that to "Repair any leaks if necessary" will be handled through the Change Order process as the magnitude of any unknown leak is unknown until discovered.**

Answer: See Revision Set of Drawings (REV 1)

8. **Confirm that this is interior work alone and will not require any new roof penetrations due to ACM in the existing roof membrane**

Answer: No new roof penetrations are required.

9. **Confirm that the LBP study covers room 136 surfaces to be disturbed, or should the assumption be LBP throughout the job site.**

Answer: The assumption is that both rooms are constructed from the same building materials tested in the HAZMAT report issued by the Government. The entire room is not assumed to be LBP, however the existing concrete paint behind the drywall is reported and over the NAVY threshold of 100 ppm. As a result, an abatement will be necessary when disturbing and demolishing the walls that are adjacent to the exterior CMU paint. Containment of these areas and proper PPE worn by contractors will be required. Additionally, proper management and disposal requirements of lead-based paint shall be followed in accordance to federal, state, and local regulations.

10. **Is the existing 75A breaker a confirmed spare, or does it currently serve a load that must be de-energized and removed first? And is the ~100-ft feeder route from PDP-1 to Room 136 fully above accessible ceiling, or does it pass through rated walls/occupied or clean-room spaces requiring core drilling and firestopping?**

Answer: The 75 AMP breaker is a confirmed spare. The new route is accessible.

11. **Tying into the 600A/480V main is a utility cutover (15-day notice, after-hours per the spec). Will the Government schedule the outage, and does the adjacent clean room/lab on PP-2 impose limits on when power can be interrupted?**

Answer: Shutdown will be required. Work is typically performed on Saturdays to limit/avoid disruption.

12. **The lab found no asbestos in the materials it tested, but the visible sample list references Bldg 130 finishes. Confirm Room 136/137 floor tile and mastic to be removed were specifically sampled and are non-ACM.**

Answer: Ignore testing from BLDG 130. Existing floor is carpet tile. The existing flooring and mastic in the room was not specifically sampled.

13. **Note 5 requires a bid guarantee to be considered for award, but the RFQ doesn't state the amount or acceptable form. Confirm the percentage/amount and whether a bid bond vs. certified check is acceptable, and how it's to be submitted electronically.**

Answer: To be determined by NUWC Contracts

14. **Does the 120-day clock start at NTP/mobilization, and what review turnaround should you assume for submittals?**

Answer: To be determined by NUWC Contracts.

15. **On the 2x2 lights it show 3 home runs to the panel, Only 1 row is switched. Are all to be switched? Should they all be on one circuit, or if there are three circuits, can we use a contactor so the three-way switches control them all?**

Answer: One circuit.

16. **You specified 2-way switches for light, I am assuming you want 3 way for the lights control?**

Answer: Yes, three-way switch for the new light fixtures.

17. **How much room is there above the existing ceiling?**

Answer: 3 to 4 feet of estimated clearance.

18. **Does the drop ceiling go above the crane or is it attached to the crane's beam?**

Answer: Appears to be above the crane rail. Crane shall be deenergized prior to new work.

19. **Is there a specific brand of transformers that you want?**

Answer: No specific brand.

20. **Is there a certain brand of panel boards and breakers that you want?**

Answer: No specific brand.

21. **What does this symbol represent in the picture attached?**

Answer: That symbol represents a site photo that was taken. I removed the photos since you cannot clearly see them on the design due to the lack of lighting in the room.

22. **I noticed on the drawings for the above referenced project that there is an M-1 drawing that is mentioned involving some asbestos abatement work. I wanted to ask if this drawing can be posted to SAM.gov, if it is applicable to the contract. I have a feeling it is not because it also discusses an RTU that is not shown in the drawings either.**

Answer: No roof work is required on this Contract. This is just for the notice of ACM.

All other solicitation terms and conditions remain unchanged.

Amendment 0001:

The purpose of this Amendment is to:

1. **Replace Attachments #1 and #2 with (REV 1)**
2. **Replace Attachment #3 with revised version dated 18 May 2026.**
3. **Answer RFI 001 as seen below.**

RFI 001

1. For the flex duct penetration through the exterior wall, will this require a full, top-to-bottom piece of the metal siding to be replaced, or will a partial repair be acceptable?

A1. Partial repair is approved. The Navy is seeking to eliminate any drafts once the duct work is removed. Penetration in wall shall be completely sealed.

2. Please provide pictures of the windows requiring new glazing. Please include interior and exterior photos and possible an exterior photo of the entire wall, showing upper and lower windows. For interior, please ensure the hardware is captured.

A2. No new glazing is required. PHOTOS will be provided, currently with security for review.

3. During the site visit, it was observed that a leak capture system was in place. Please confirm if this roof leak has been repaired, or if the leak is still active.

A3. Leak is no longer active. No repairs to roof are required.

4. The solicitation documents included a Hazmat study of the building. Within this study, it indicates that lead paint is found on the white paint on drywall walls, white paint on the wood window sills, and the pale yellow paint on the concrete exterior wall under the drywall. For this project scope and limit of disturbance, there are no white drywall walls, no window sills, and the concrete exterior wall under the drywall will not be exposed. Is lead paint remediation required under the scope of work for only the Rm 136 renovations?

A4. See Revised Specifications (REV 1).

5. There is no spec for the glass for the windows. Will a spec section for the glass be made available?

A5. See Revised Specifications (REV 1).

6. Does the electrical subcontractor performing the electrical scope of work need to hold a Rhode Island electrical license, or will an out-of-state electrical license suffice for this project?

A6. Out-of-State is Allowed.

7. Are electric man-lifts permitted for use on this project?

A7. Yes, however, it might be difficult getting a man lift in the area of work.

All other solicitation terms and conditions remain unchanged.

Solicitation Number: N66604-26-Q-0291
Project Title: B68 Room 136 Renovation
Location of Work: Naval Undersea Warfare Center Division Newport (NUWCDIVNPT)
Site Visit Date/Time: 27 May 2026 @ 10:00 am EST
Response Due Date/Time: 17 July 2026 @ 2:00pm EST

This is a combined synopsis and solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6-Streamlined Procedures for Evaluation and Solicitation for Commercial Items, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) has a requirement for B68 Room 136 Renovations.

This is a completion effort with a Construction completion date of 120 Days after Date of Contract Award.

The associated North American Industrial Classification System (NAICS) code for this procurement is 236220 with a small business size standard of 45M.

This procurement is a Total Small business set-aside.

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) intends to award a Firm Fixed Price Type purchase order for this requirement. Please provide NUWCDIVNPT code 02 Contracting office with a quotation on a Firm Fixed Price, Completion basis prior to 12 June 2026 at 2:00PM EST for the following:

CLIN 0001: B68 Room 136 Renovations in accordance with Drawing # 25-031**. The contractor shall provide all personnel, equipment, tools, materials, supervision, quality control, and transportation necessary to perform construction services as described in the attached Specification and Drawings.**

CLIN 0002: Construction Submittals in support of CLIN 0001(NOT SEPERATELY PRICED Provide pricing for CLIN 0002 within CLIN 0001

INSTRUCTIONS TO OFFERORS

General Notes:

Note 1: For pricing purposes, the anticipated award date is June 2026

Note 2: The Product Service Code for this requirement is Z1AZ.

Note 3: Work shall be conducted in accordance with U.S. Army Corps of Engineers EM 385-1-1and OSHA standards.

Note 4: Magnitude per FAR 36.204: Between $100,000 and $250,000.

Note 5: Offeror MUST be registered in the System for Award Management (SAM) to be considered for award. Bid Guarantee is also required to be considered for award.

Note 6: Offerors shall provide fill-in information for all clauses/provisions that require it.

Note 7: Davis Bacon Wage Determination for Rhode Island dated 30 January 2026 is attached.

Note 8: Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

Note 9: Method of Payment: Electronic Payment through Wide Area Workflow (WAWF) will be used.

Note 10: The contractor shall furnish any required Performance and Payment Bonds within 10 Days of award.

Note 11: This is a new requirement.

Note 12: Offerors are hereby notified that, from time to time, the Government may post additional information to the SAM.gov web site relating to this RFQ (e.g., responses to questions, amendments, etc.). It is the Offeror's responsibility to check the web site for any such information.

Note 13: A site visit will be held on 27 May 2026 @ 10:00 AM (EST). Please see attached site visit instructions for complete details on base access.

All questions concerning this procurement, either technical or contractual, must be submitted via email by 5 June 2026. No direct discussion between the technical representative and prospective Offeror will be conducted. Questions shall be submitted to the following points of contact:

PRIMARY: Michael Ouellette; Email: michael.n.ouellette.civ@us.navy.mil
ALTERNATE: Alexander Olarte; alexander.olarte.civ@us.navy.mi

The Government intends to evaluate quotes and award a contract without discussions with offerors. Therefore, the offeror's initial quote should contain the offeror's best terms from a price and technical standpoint.

The RFP will be made available only through the Government Point of Entry, also known as Contract Opportunities (formerly FBO) at: http://www.sam.gov

PROPOSALS

Offerors shall submit proposals by electronic means. All electronic submissions shall be sent to Meaghan.d.demarco.civ@us.navy.mil and michael.n.ouellette.civ@us.navy.mil

Submissions must be received by the closing date and time identified above.

(A) **Proposal Format.** Proposal attachments must be in formats readable by Microsoft Office or Adobe PDF. Offerors shall comply with the detailed instructions for the format and content of the proposals; proposals that do not comply may be considered unacceptable and may render the Offeror ineligible for award.

(B) **Organization.** In the Technical Proposal, the Offeror shall provide information and documentation to clearly and concisely identify the Offeror's overall ability to meet the requirements of the so solicitation. The Offeror shall divide the Technical Proposal into the following factors in the order listed below:

TECHNICAL PROPOSAL

Factor 1: Technical Approach

Offeror shall provide a narrative detailing their technical approach to accomplishing the work identified in the Specification and Drawings. The narrative shall be divided into the following two subfactors:

Subfactor (a): Understanding of the Requirements:

Offeror shall provide 1) A step-by-step description of the Offeror's plan for executing the work, from pre-construction through project closeout. This should go beyond simply restating the specifications and should detail the Offeror's specific methods and sequencing for major features of work.

Subfactor (b): Technical Solution to Complete Project:

The offeror shall provide a detailed, step-by-step methodology for completing the project. This shall include a project schedule demonstrating completion within the required timeframe, a description of the quality control processes to be used, and a staffing plan identifying key personnel and their roles.

Factor 2: Past Performance

The Offeror shall provide a maximum of three (3) past performance references that reflect recent and relevant experience. A reference is considered recent if the work was performed within three (3) years of this solicitation's closing date. A reference is considered relevant if it is of a similar size, scope, and complexity to the work required by this solicitation.

For each reference, the Offeror shall provide:

- Contract/Task Order Number
- Contract/Task Order Type (Firm-Fixed-Price, T&M, etc.)
- Total Contract/Task Order Value
- A brief description of the work performed, including a discussion of how the project is relevant to the work being proposed.
- Contact information for the client's primary technical and contracting points of contact (e.g., Contracting Officer, COR, Program Manager).

Factor 3: PRICE

Offerors shall provide an all-inclusive firm-fixed-price for CLIN 0001. The work and/or deliverables required under CLIN 0002, which are Construction submittals, are not separately priced. The Offeror shall include all costs associated with the performance of CLIN 0002 within the total price proposed for CLIN 0001.

EVALUATION OF OFFERS

The Government intends to award a firm-fixed-price contract to the responsible Offeror submitting the lowest evaluated price proposal that is rated "Acceptable" for all non-price evaluation factors. The Government intends to award without discussions but reserves the right to conduct discussions if determined to be in the Government's best interest.

Factors

Proposals will be evaluated based on the following three (3) factors.

FACTORS	SUBFACTORS
1.0 - Technical Capability	(a) Understanding of the Requirements.
	(b) Technical Solution to Complete Project
2.0 - Past Performance	None
3.0 - Price	None

The Government will evaluate Technical Capability and Past Performance using the following adjectival ratings:

TECHNICAL CAPABILITY SUBFACTORS	ACCEPTABLE	UNACCEPTABLE
Technical Capability-Subfactor (a) Understanding of the Requirements.	The Offeror's narrative must demonstrate a clear understanding of the project's objectives, challenges, and key performance parameters.	A proposal will be rated "Unacceptable" under this subfactor if the narrative fails to demonstrate a clear understanding of the requirements. Examples of an unacceptable proposal include, but are not limited to, a narrative that: Merely restates or paraphrases the requirements from the solicitation without providing any unique insight or demonstrating comprehension. Fails to identify or address significant challenges that are evident from the solicitation documents (e.g., working in an occupied facility, specific environmental constraints, etc.). Demonstrates a fundamental

Technical Capability- Subfactor (b) Technical Solution to Complete Project	The Offeror's narrative must provide a logical and feasible step-by-step methodology for completing the project. The proposal must include a project schedule demonstrating completion within the required timeframe, a description of the quality control processes to be used, and a staffing plan identifying key personnel and their roles.	A proposal will be rated "Unacceptable" under this subfactor if it fails to meet one or more of the minimum requirements stated above. For example, a proposal will be rated Unacceptable if: The proposed methodology is illogical, unfeasible, or omits major required steps detailed in the solicitation; OR The project schedule is missing, exceeds the required period of performance, or is so lacking in detail that its feasibility cannot be determined; OR The description of quality control processes is omitted or is so generic that it fails to describe how the Offeror will ensure compliance with the solicitation's specifications; OR The staffing plan is omitted or fails to identify the key personnel required by the solicitation.

PAST PERFORMANCE*	ACCEPTABLE	UNACCEPTABLE
	To be rated "Acceptable," the Offeror's past performance must demonstrate a history of successful contract performance, and the Government must have a reasonable expectation that the Offeror will successfully perform the required effort.	An Offeror will be rated "Unacceptable" if their past performance record indicates performance that was unsuccessful or of a quality that creates significant doubt that the Offeror will successfully perform the required effort.

*Review of past performance will be based on available information in the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS) and information in provided references. The Government

reserves the right to contact any individuals identified by the offeror as part of their submitted references.

The Government will evaluate the price proposal of all technically acceptable Offerors for completeness and reasonableness. Price will not be adjectivally rated. The evaluated price of all technically acceptable proposals will be ranked from lowest to highest to determine the awardee.

CLAUSES INCORPORATED BY REFERENCE

52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)
52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.212-1 Instructions to Offerors—Commercial Products and Commercial Services SEP 2023
52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2021).

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services DEC 2022
52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services DEC 2022
52.219-6, Notice of Total Small Business Set-Aside (Nov 2020)
52.219-8, Utilization of Small Business Concerns (Jan 2025)
52.222-3, Convict Labor (Jun 2003)
52.223-5 Pollution Prevention and Right-to-Know Information MAY 2011
52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct2018)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Aug 1996)
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
52.236-2 Differing Site Conditions APR 1984
52.236-3 Site Investigation and Conditions Affecting the Work APR 1984
52.236-5 Material and Workmanship.
52.236-6 Superintendence by the Contractor.
52.236-7 Permits and Responsibilities NOV 1991
52.236-8 Other Contracts.
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

52.236-10 Operations and Storage Areas.
52.236-12 Cleaning Up.
52.236-13 Accident Prevention NOV 1991
52.236-14 Availability and Use of Utility Services.
52.236-16 Quantity Surveys.
52.236-17 Layout of Work.
52.237-2 Protection of Government Buildings, Equipment, and Vegetation APR 1984
52.245-1 Government Property SEP 2021
52.204-7 System for Award Management OCT 2018
52.232-5 Payments under Fixed-Price Construction Contracts MAY 2014
52.232-39 Unenforceability of Unauthorized Obligations JUN 2013
252.204-7012 Safeguarding Covered Defense Info and Cyber Incident Reporting (JAN 2023)
252.204-7020 NIST SP 800-171 DoD Assessment Requirements (MAR 2024)
252.225-7001 Buy American and Balance of Payments Program (MAR 2024)
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports DEC 2018
252.232-7006 Wide Area WorkFlow Payment Instructions (DEC 2018)
252.211-7003 Item Identification and Valuation
252.213-7000 Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations
252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors
252.246-7008 Sources of Electronic Parts

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces.

The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work- related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows: **TO BE PROVIDED AT AWARD**

C-228-H002 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (JAN 2019)

(a) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(i) Workers' compensation and employer's liability coverage shall be at least $100,000, except as provided in FAR 28.307-2(a), if applicable

(ii) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least $500,000 per occurrence.

(iii) Automobile liability policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(b) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.

(c) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages – Supplies, Services, or Research and Development, if applicable.

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 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 $200 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)

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

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

(End of provision)

CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE (APR 2018)

(a) Control of Contractor Personnel

The contractor shall comply with the requirements of NUWCDIVNPTINST 5500.4C regarding performance at Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons and vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department of the contracting activity. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(b) Contract Personnel Administration

The contractor is responsible for managing its employees and guarding against any actions that are of the nature of

personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it is the contractor's responsibility to notify the PCO immediately in accordance with the clause FAR 52.243-7. When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing Common Access Cards (CACs) and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers/Senior Technical Representative (STR) shall be clearly identified and known as such by Government employees. As circumstances permit, periodic meetings shall be conducted between the COR and the Contractor organization program manager/project manager.

(c) Early Dismissal and Closure of Government Facilities

When a Government facility is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non- working hours to the contract. Contractors are responsible for predetermining and disclosing their accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

(d) Training Requirements

(A) The contractor shall ensure that each contractor employee performing work at any NUWC Division Newport site take the following actions:

• Complete all required trainings as indicated on the following website:
https://newportalv3.nwpt.nuwc.navy.mil/10/101/Training/SitePages/TrainingWelcome.as
px
• Read the documents titled “Occupational Safety and Health Information for Contractors” and “NUWC Division Newport Environmental Policy”, available at the following website, prior to performing any work:
http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx
• Complete Environmental Awareness training, available at the following website, within 30 days of commencing performance:
http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx

(2) The contractor shall email the following web address indicating completion of items (B) and (C) above upon completion of both: NWPT.NUWC_NPT_1023_Training@navy.mil

(e) Safety Requirements

(1) Prior to commencing any work that falls under the following areas, the contractor shall provide a complete listing of all qualified and trained employees who will perform the work on company letterhead to the

Contracting Officer's Representative, or, if no COR is assigned, to the NUWC Division Newport Safety Office:

(A) Permit required Confined Space Program
(B) Control of Hazardous Energy (Lock out / Tag out)
(C) Respiratory Protection
(D) Walking-Working Surfaces, Fall Protection Program and Scaffolding

(2) The contractor shall follow the posted provisions of the building's Emergency Action Plan (EAP) for any mishap, incident, or emergency situation.

(3) The contractor shall report unsafe work conditions, safety hazards, and any mishaps (injury/property damage) to their supervisor, the COR, and the NUWC Division Newport Safety Office.

In order to comply with Division Newport's Minor Source Air permit and EPA's Emergency Planning and Community Right-to Know Act (EPCRA), the contractor must provide usage reports for all air quality and EPCRA regulated activities. This includes reporting all hazardous materials brought onsite, a copy of the corresponding Safety Data Sheets, and the total volume or weight of each product used monthly. The contractor shall complete the provided Hazardous Materials Inventory Log and submit it to Environmental, no later than the 10th day of the following month. In addition, the contractor shall comply with the state air quality regulations cited in this form. If any portable generators are used at the facility, the contractor shall complete the Generator Fuel Tracking Form and submit it to Environmental, no later than the 10th day of the following month. Please submit to Environmental using the following email address. TO BE PROVIDED AT AWARD

End of text

LIST OF ATTACHMENTS:

Attachment 1: Specifications (REV 1)
Attachment 2: Drawings # 25-031 (REV 1)
Attachment 3: Davis Bacon Wage Determination (5/18/26)
Attachment 4: Hazmat Usage Log
Attachment 5: Generator Usage Log
Attachment 6: Site Visit Instructions
Attachment 7: Paint Study