

THIS IS NOT AN ORDER
PLEASE PROVIDE DELIVERED PRICES, AVAILABILITY, AND PRICE SOURCE WITH QUOTE

REFERENCE # N3904026Q3151

DUE DATE: 9/18/2026 10:00 AM EST

From: Portsmouth Naval Shipyard

Donna Tice

Contracting, Code 410.2

Kittery, ME 03904

PHONE: (207) 438-1358

Email: Donna.l.tice3.civ@us.navy.mil

Your company info:

Name: [REDACTED]

POC: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Cage Code: [REDACTED]

BUSINESS SIZE (circle one): **SMALL** **LARGE** **PAYMENT TERMS** [REDACTED] % [REDACTED] **DAYS**

MOBILIZATION TIME: [REDACTED] **ARO**

F.O.B. DESTINATION, **Y** **N**

IF NO, SHIPPING COST [REDACTED] .

PRICES DERIVED FROM (CHECK ONE)

COMMERCIAL PRICE LIST DATED

INTERNAL PRICE LIST DATED

OTHER (PLEASE EXPLAIN)

Please indicate your preferred payment method by checking one of the options below. Payment options available are WAWF and GCPC: Government Commercial Purchase Card (up to \$100,000). Please ensure that you register for WAWF (www.wawftraining.com)

GCPC [REDACTED] WAWF (Wide Area Workflow) [REDACTED]

*Please note that purchase card orders are not paid up front. Once material is received, a Government cardholder may be contacted for purchase card information.

X If checked, to be awarded on an "All or None" basis, and CPARS evaluation procedures apply.

YOUR SIGNATURE _____

DATE _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Unit</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Total</u>
0001	(1) Refrigerator Box in accordance with the Statement of Work (SOW)	Weeks	52		
0002	(1) Freezer Box in accordance with the Statement of Work (SOW)	Weeks	52		
0003	Monthly Maintenance in accordance with the Statement of Work (SOW)	Months	12		
0004	Freight: All shipping costs relating to CLIN 0001 and 0002 in accordance with the Statement of Work (SOW)	Jobs	2		
0005	See Exhibit: A Contract Data Requirements List (see Exhibit A) Data Items: A01 – Equipment Technical Manual (Sanitized) A02 – Certification Data Report A03 – Contractor’s Personnel Roster				

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	Product Service Code: W041				
A001	Equipment Technical Manual (Sanitized) in accordance with Exhibit A. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1	NSP	NSP
A002	Certification Data Report in accordance with Exhibit A. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1	NSP	NSP
A003	Contractor's Personnel Roster in accordance with Exhibit A. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1	NSP	NSP
1001	Option to Extend CLIN 0001 in accordance with Statement of Work (SOW)	Weeks	52		
1002	Option to Extend CLIN 0002 in accordance with Statement of Work (SOW)	Weeks	52		
1003	Option to Extend CLIN 0003 in accordance with Statement of Work (SOW)	Months	12		
1005	See Exhibit: B Contract Data Requirements List (see Exhibit B) Data Items: B01 – Equipment Technical Manual (Sanitized) B02 – Certification Data Report B03 – Contractor's Personnel Roster Product Service Code: W041				
B001	Equipment Technical Manual (Sanitized) in accordance with Exhibit B. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1		

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B002	Certification Data Report in accordance with Exhibit B. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1		
B003	Contractor's Personnel Roster in accordance with Exhibit B. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1		
2001	Option to Extend CLIN 1001 in accordance with Statement of Work (SOW)	Weeks	43		
2002	Option to Extend CLIN 1002 in accordance with Statement of Work (SOW)	Weeks	43		
2003	Option to Extend CLIN 1003 in accordance with Statement of Work (SOW)	Months	10		
2005	See Exhibit: C Contract Data Requirements List (see Exhibit C) Data Items: C01 – Equipment Technical Manual (Sanitized) C02 – Certification Data Report C03 – Contractor's Personnel Roster Product Service Code: W041				
C001	Equipment Technical Manual (Sanitized) in accordance with Exhibit C. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1		
C002	Certification Data Report in accordance with Exhibit C. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1		
C003	Contractor's Personnel Roster in accordance with Exhibit C.	Each	1		

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	Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price				
3001	Option to Extend CLIN 2001 in accordance with Statement of Work (SOW)	Weeks	4		
3002	Option to Extend CLIN 2002 in accordance with Statement of Work (SOW)	Weeks	4		
3003	Option to Extend CLIN 2003 in accordance with Statement of Work (SOW)	Month	1		
3005	See Exhibit: D Contract Data Requirements List (see Exhibit D) Data Items: D01 – Equipment Technical Manual (Sanitized) D02 – Certification Data Report D03 – Contractor’s Personnel Roster Product Service Code: W041				
D001	Equipment Technical Manual (Sanitized) in accordance with Exhibit D. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1		
D002	Certification Data Report in accordance with Exhibit D. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1		
D003	Contractor’s Personnel Roster in accordance with Exhibit D. Not Separately Priced (NSP) Product Service Code: W041 Pricing Arrangement: Firm Fixed Price	Each	1		
				Total	

- Required Delivery Date: 10/19/2026, Period of Performance: 10/26/2026 – 10/24/2027
- Option 1 Period of Performance 10/25/2027 – 10/22/2028

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- Option 2 Period of Performance 10/23/2028 – 8/19/2029
- Option 3 Period of Performance 8/20/2029 – 9/16/2029
- Place of performance is: Portsmouth Naval Shipyard (PNSY) – Kittery, ME
- For evaluation purposes, please provide any applicable procedures and technical information. If no information is provided, your quotation may be determined to be unresponsive.
- Award may be made on the basis of adherence to the schedule and/or soonest mobilization.
- Please provide published commercial labor rates and breakdown of total prices, if applicable, for Price Justification purposes.
- See below for Detailed Statement of Work and Applicable Clauses.

Attachments include:

- Attachment 1 PNSY OPSEC Enclosure 2
- Attachment 2 Statement of Work (SOW)

Exhibits include:

- Contract Data Requirements List Exhibit A
- Contract Data Requirements List Exhibit B
- Contract Data Requirements List Exhibit C
- Contract Data Requirements List Exhibit D

**ALL OFFERS SHALL INCLUDE THIS FORM FILLED OUT IN ITS ENTIRETY (HIGHLIGHTED
YELLOW FIELDS ARE REQUIRED).**

METHOD OF PROPOSAL SUBMISSION:

Offers shall be emailed. All responsible sources may submit a quote which shall be considered by the agency. System for Award Management (SAM): Vendors must be registered in the SAM database to be considered for award. Registration is free and can be completed on-line at <http://www.sam.gov/>.

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STATEMENT OF WORK

1. **SCOPE**

- 1.1. Cold and frozen storage for ships force during availability.

2. **APPLICABLE DOCUMENTS**

- 2.1. **Issues of Publications** - The following documents of the issue date in effect on the date of request for proposal form a part of this specification to the extent applicable, or as specified herein. Within the specification, they shall be referred to by their basic designation only.

- 2.1.1. **Government**

- 2.1.1.1. N/A

- 2.1.2. **Nongovernment**

- 2.1.2.1. N/A

- 2.2. **Order of precedence** - In the event of conflict between the text of this specification and that of the references cited above, the text of this specification shall take precedence. Nothing in this specification, however, shall supersede applicable laws or regulations unless a specific exemption has been obtained.

3. **REQUIREMENTS**

3.1. **Refrigerator Box**

- 3.1.1. 20ft x 8ft in size
- 3.1.2. Temp Rating of 38 Degrees F
- 3.1.3. 32in swing door
- 3.1.4. Interior emergency safety release
- 3.1.5. Interior lights
- 3.1.6. Must be equipped with power cord
- 3.1.7. Must be able to be lifted by forklift and overhead crane

3.2. **Freezer Box**

- 3.2.1. 20ft x 8ft in size
- 3.2.2. Temp Rating of 0 Degrees F
- 3.2.3. 32in swing door
- 3.2.4. Interior emergency safety release
- 3.2.5. Interior lights
- 3.2.6. Must be equipped with power cord

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3.2.7. Must be able to be lifted by forklift and overhead crane

4. RESPONSIBILITIES

4.1. Government

4.1.1. N/A

4.2. Contractor

4.2.1. For emission producing machinery as required by the State, the Contractor shall obtain permits for the duration of the lease and affix them onto the units.

4.3. Maintenance

4.3.1. Monthly maintenance of units per original manufactures specifications. Monthly maintenance to include operational check of unit(s) internal/external latches and hinges.

4.3.2. Except for daily surveillance checks i.e. liquid levels, the Contractor shall be responsible and shall perform all maintenance (e.g. refrigerant charge, oil changes, replace / clean filters, lubrication, coolant refills, liquid top-offs, etc.) for the duration of the lease. Coordinate maintenance with Shipyard Point-of-Contact (POC).

4.3.3. The equipment will be operating around-the-clock under a rigorous deployment performance schedule. Within twenty-four (24) hours (one-day) of initial notification of the need for repair, the Contractor shall have a qualified and equipped technician on the job-site fully prepared to repair the rental equipment. The defective unit(s) shall be repaired within twenty-four (24) hours (one-day) of initial notification or, if the original defective unit(s) cannot be made operational, replaced within forty-eight (48) hours (two days) of initial notification. If the equipment failure is not the fault of the Government, the Contractor shall bear all costs associated with its repair and/or replacement.

4.4. Training

4.4.1. N/A

4.5. **Deliverables** - Documentation will be located within a waterproof case affixed to each machine. Minimally, the documentation shall consist of:

4.5.1.1. Technical Instructions (TIs) such as an Operations & Maintenance Manual, Controls Manual, and/or Electrical Manual with Schematics. (CDRL A001, B001, C001, D001)

4.5.1.2. Lifting & Handling the equipment with its padeye(s) Certification. (CDRL A002, B002, C002, D002)

4.5.1.3. Equipment Data Sheet (EDS) (CDRL A001, B001, C001, D001)

4.5.1.4. Operating Instructions, if not in the Tis. (CDRL A001, B001, C001, D001)

4.5.1.5. Points of contact with telephone numbers for requesting emergency repair regardless of the time or type of day. (CDRL A003, B003, C003, D003)

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5. **DELIVERY / RETURN**

5.1. **Delivery** - The Contractor shall deliver Units in a fully-assembled, ready-to-use, and in a first class operating condition. Units shall be functionally tested for performance prior to its delivery. The Units with its support equipment shall be delivered to the site on or prior to the request date. The Contractor shall confirm the date and time of delivery prior to each delivery with the Contracting Officer's Representative (COR) and Project Team Point of Contact (POC), if appointed. The Government will provide forklift services for removing Units from the Contractor's transport during work hours. Documentation (Bill of Lading) of Units delivered to Shipyard shall accompany each delivery.

5.2. **Security** - To be allowed onto a government Shipyard, personnel must be US citizens and in possession of appropriate personal identification. Proof of US citizenship may be necessary and can be required for access to the drydock. Allowable documentation of US citizenship is an official government issued Certificate of Birth or Naturalization (w/ raised seal & not a photocopy) or a US passport. Vehicular access requires a non-expired personal REAL ID complaint Driver's License and appropriate vehicle identification or registration. The transport vehicle must have the company's name / logo prominently displayed. To gain access to the drydock environs, personnel must be escorted and possess / wear their own personal safety gear.

5.3. **Inspection Criteria**

5.3.1. Equipment must meet all criteria defined in this Document.

5.4. **Packaging and Marking**

5.4.1. N/A

5.5. **Final Acceptance** - Upon satisfactory completion of inspection and test of the equipment, the authorized Government Representative (Portsmouth Naval Shipyard, Code 990 Equipment Manager/Project Team POC) will sign and forward the acceptance document(s) to Code 420 for completion. Unloading of equipment from the Contractor's transport does not signify acceptance.

5.6. **Return** - The Government will dismantle the equipment and provide a temporary storage location convenient for Contractor pick-up. The Government will notify the Contractor as well as the Contracting Office as to when the rental Item has been released and is available for pick-up. The Contractor shall be responsible for shipping. The Government can provide forklift services during work hours for placing the equipment onto the Contractor's transport.

6. **GENERAL**

6.1. **Approved Models**

6.1.1. N/A

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See below for Clauses and Provisions Applicable to this procurement.

CLAUSES:

Responsibility and Inspection: unless otherwise specified in the order, the supplier is responsible for the performance of all inspection requirements and quality control. The following FAR provisions and clauses are applicable to this procurement:

52.204-7	System for Award Management
52.204-13	System for Award Management Maintenance
52.204-19	Incorporation by Reference of Representations and Certifications
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation
52.209-10	Prohibition on Contracting With Invented Domestic Corporations
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use
52.211-15	Defense Priority and Allocation Requirements
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services
52.217-5	Evaluation of Options
52.217-9	Option to Extend the Term of the Contract
52.219-1	Small Business Program Representations
52.219-6	Notice of Total Small Business Set-Aside
52.219-28	Post-Award Small Business Program Representation
52.222-3	Convict Labor
52.222-19	Child Labor—Cooperation with Authorities and Remedies
52.222-50	Combating Trafficking in Persons
52.222-90	Addressing DEI Discrimination by Federal Contractors
52.223-5	Pollution Prevention & Right-To-Know Information
52.223-23	Sustainable Products and Services (Deviation 2025-O0004)
52.226-7	Drug-Free Workplace
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.232-8	Discounts For Prompt Payment
52.232-33	Payment by Electronic Funds Transfer—System for Award Management
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes
52.233-3	Protest after Award
52.233-4	Applicable Law for Breach of Contract Claim
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation
52.240-90	Security Prohibitions and Exclusions Representations and Certifications
52.240-91	Security Prohibitions and Exclusions
52.240-93	Basic Safeguarding of Covered Contractor Information Systems
52.244-6	Subcontracts for Commercial Products and Commercial Services
52.246-2	Inspection of Supplies-Fixed-Price
52.247-34	F.o.b. Destination
52.252-1	Solicitation Provisions Incorporated by Reference
52.252-2	Clauses Incorporated by Reference
52.252-5	Authorized Deviations in Provisions
52.252-6	Authorized Deviations in Clauses

Additional DFARS contract terms and conditions applicable to this procurement are:

252.201-7000	Contracting Officer's Representative
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7005	Representation Relating to Compensation of Former DoD Officials

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252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced
252.204-7003	Control of Government Personnel Work Product
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013, Revision 1)
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7022	Expediting Contract Closeout
252.204-7024	Notice on the Use of the Supplier Performance Risk System
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7012	Preference for Certain Domestic Commodities
252.225-7048	Export-Controlled Items
252.225-7055	Representation Regarding Business Operations with the Maduro Regime
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation
252.225-7060	Prohibition on Certain Procurements from the Xinjing Uyghur Autonomous Region
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7990	Technical Data-Commercial Products and Commercial Services (Deviation 2026-O0036)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
252.232-7004	DoD Progress Payment Rates
252.232-7006	Wide Area WorkFlow Payment Instructions
252.232-7010	Levies on Contract Payments
252.240-7997	NIST SP 800-171 DoD Assessment Requirements
252.243-7001	Pricing Of Contract Modifications
252.244-7999	Subcontracts for Commercial Products or Commercial Services (Deviation 2026-O0015)
252.247-7023	Transportation of Supplies by Sea—Basic
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions

NAVSEA Clauses:

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

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C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA)
(OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-223-H003 EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)

(a) Definitions. As used in this text:

Article means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during enduse; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

Boundary of containment means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

Functional mercury means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

Hardware means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

Mercury-free means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

Portable means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

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(b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.

(1) The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).

(2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

(3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.

(4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

(6) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.

(7) The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.

(8) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-AL-DPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(End of Text)

C-223-N002 RESTRICTIONS ON USE OF YELLOW MATERIAL (NAVSEA) (OCT 2018)

Yellow colored items are of special significance within the Shipyard and are subject to strict controls. Accordingly, contractors shall not use yellow or orange-yellow-colored materials for the following purposes: protective clothing, hoods, sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, banding, identification marks on tools, boundary markers, ribbons, vent ducts, etc. Contractor generated yellow colored waste shall be disposed of by the Contractor off-yard. Shipyard refuse containers shall not be used for disposal of yellow colored waste materials. Yellow colored contract generated debris shall be bagged in non-translucent containers and promptly removed from the Shipyard.

(End of Text)

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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:

Code 106

Phone: (207) 438-2001

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, B, C, and D attached hereto.

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)

D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

(End of Text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover

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of the report:

(1) name and business address of the Contractor

(2) contract number

(3) sponsor:

(Name of Individual Sponsor) _____

(Name of Requiring Activity) _____

(City and State) _____

(End of Text)

D-247-H002 PACKAGING OF SUPPLIES--BASIC (NAVSEA) (DEC 2020)

Item(s) 0001-0002, 0005; 1001-1002, 1005; 2001-2002, 2005; 3001-3002, 3005. The supplies furnished hereunder shall be packaged in accordance with ASTM-D-3951-18, Standard Practice for Commercial Packing.

(End of Text)

D-247-H004 MARKING AND PACKING LIST(S)- BASIC (NAVSEA)(FEB 2022)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with ASTM-D-3951-18 approved 1 May 2018, Standard Practice for Commercial Packing.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

(End of Text)

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of Text)

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA)(OCT 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

F-211-W001 PARTIAL DELIVERIES (NAVSEA)(OCT 2018)

Partial deliveries will not be accepted without specific approval from the Contracting Officer.

(End of Text)

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F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

F-247-N002 INSTRUCTIONS FOR DELIVERIES TO THE PORTSMOUTH NAVAL SHIPYARD (NAVSEA) (MAR 2019)

Mark shipping documents "Notify Receiving Officer, Portsmouth Naval Shipyard prior to arrival for delivery instructions. Telephone (207) 438-5521/5206. "All drivers must either have a NCAC or Defense Biometric Identification System (DBIDS) card in addition they must have proof of US citizenship with them (birth certificate or US passport or state enhanced driver's license [only issued by WA, NY, VT, & MI])." OVERSIZED CALL 24 HRS IN ADVANCE, (207) 438-5521. NO ANIMALS ALLOWED ON BASE.

Except by special arrangement, shipments will be delivered only between the hours of 7:30 AM and 3:00 PM local time, Monday through Friday. (Federal Holidays excepted.)

(End of Text)

G-232-H002 PAYMENT INSTRUCTIONS (NAVSEA) (FEB 2024)

Payment office allocation methods can be found in the table at DFARS PGI 204.7108(b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/current/PGI204_71.htm#payment_instructions).

(End of text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of Text)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2023)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

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(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

(ii) The Contract Specialist is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

(iii) The Administrative Contracting Officer (ACO) is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

Name: [*]

Address:

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: [*]

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Address: [*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Name: [*]

Address:

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

(h) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx];

E-mail: [*]

(j) The Contractor's point of contact for performance under this contract is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

[*] To be completed at contract award

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Portsmouth Naval Shipyard. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: <https://www.opm.gov/policy-data-oversight/pay-leave/federalholidays/>.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, 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, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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(d) 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 charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. 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 and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(f) The hours of operation are as follows:

AREA	FROM	TO
Portsmouth Naval Shipyard, Kittery, ME	0700	1500

(g) All deliveries to the Receiving Officer, Portsmouth Naval Shipyard, shall be made Monday through Friday from 0700-1500, local time. Deliveries will not be accepted after 1500. No deliveries will be accepted on federal government holidays.

(End of Text)

H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)
(NOV 2022)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(d) Notwithstanding paragraph (c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(e) If the Contractor fails to take action required by this requirement, or required by the Contracting Officer upon receipt of the Contractor's disclosure required by paragraph (c), the Government may terminate this contract for default.

(f) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(g) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies

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provided by law or elsewhere included in this contract.

(j) Compliance with this requirement is a material requirement of this contract.

(End of Text)

H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JUL 2024)

Per 29 CFR 1910.1200, Hazard Communication, you, as a contractor employer with employees working at a Government facility, are hereby informed of the hazardous materials used at the Government facility which your employees may be exposed to while working here and also to suggest appropriate protective measures. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:

- a. Metals, e.g., mercury, lead, chromium
- b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
- c. Corrosives, e.g., acids, alkalis
- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and or health hazards.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Safety Data Sheets (SDS). The Safety Office maintains copies of manufacturers' SDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review SDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material; therefore, the following precautions should be taken:

- a. Obey signs, directions and warning labels;
- b. Do not use unknown or labeled materials;
- c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows:

Code 106

Phone: (207) 438-2001

(End of Text)

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTOR FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019)

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(a) NAVSEA may use a contractor to manage official contract files hereinafter referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file management services are acquired will contain a requirement that

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the offeror may have, it is a third-party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed Protected Information, for the unauthorized duplication, release, or disclosure of such Protected Information.

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of Provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT(S) OF INTEREST (NAVSEA) (APR 2022)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the

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Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict-of-interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

L-212-W001 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – COMMERCIAL ITEMS (NAVSEA) (OCT 2018)

(a) The technical proposal shall include responses to clearly demonstrate that all the requirements included in the specifications will be met. It may include brochures, specification sheets or other descriptive literature detailing the features of the items proposed. "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) The offeror shall discuss clearly and completely how each requirement will be met and reference where the information supporting the statement can be found in the technical information/descriptive literature provided. A mere statement that the offeror understands the requirement and intends to comply IS NOT SUFFICIENT. The offeror must explicitly state how it intends to comply with each of the requirements and demonstrate a comprehensive understanding of the requirements.

(c) If the specification includes identification of a specific make and model on a "brand name or equal" basis, and the offeror states that it will provide the make and model specified, it need not address the salient characteristics included in the Description/Specification/Work Statement. The offeror need only include the following statement - "Requested Brand Name will be supplied."

(End of Provision)

L-212-W002 PRICE PROPOSED SPECIFIC REQUIREMENTS COMMERCIAL ITEMS (NAVSEA) (OCT 2018).

The contracting officer must establish price reasonableness in accordance with FAR 13.106-3, 14.408-2, or Subpart

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15.4, as applicable. To assist in determining whether the proposed prices are "fair and reasonable", the offeror shall submit the following information:

(a) The offeror shall submit the following pricing information on the three most recent sales of the items being procured or same or similar commercial items under comparable terms and conditions by commercial customers. If no pricing information is available on recent purchase prices paid by commercial customers, the offeror shall submit pricing information on recent purchase prices paid by the Government. Where the pricing information furnished is on similar items, the offeror shall indicate the differences. Pricing information furnished should be as current as possible and should be on quantities similar to this solicitation. The offeror shall furnish copies of invoices to support the pricing information provided.

Reference Contract Line Item	Date of Sale	Quantity	Unit Price	Type of Customer (Government or Commercial)	Customer Name/Phone No.	Same or Similar Item	For Similar Items, List Differences

(b) A copy of the current catalog or established price list for the articles covered by the offer and information where the established price may be found.

(c) A statement that such catalog or established price list:

- (1) Is regularly maintained.
- (2) Is published or otherwise available for inspection by customers.
- (3) States the prices at which sales are currently made to a number of buyers.

(d) A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.

(e) A statement that the proposed prices, including consideration of any discount or rebate arrangement, do not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(End of Provision)

L-215-H004 INSTRUCTIONS FOR PRICING OF CONTRACT DATA REQUIREMENTS LIST (NAVSEA)
(OCT 2018)

(a) The Offeror shall complete the "Price Group" (Block 17) and "Estimated Total Price" (Block 18) of each data item on the Contract Data Requirements List (CDRL) of this solicitation using the following instructions:

(1) Block 17. Use the specified price group defined below in developing estimated prices for each data item on the DD Form 1423:

(a) Group I. Definition – Data which is not otherwise essential to the offeror's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

(i) Estimated Price – Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(b) Group II. Definition – Data which is essential to the performance of the primary contracted effort but the offeror is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

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(i) Estimated Price – Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(c) Group III. Definition – Data which the offeror must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price – Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data items to the Government.

(d) Group IV. Definition – Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

(i) Estimated Price – Group IV items should normally be shown on the DD Form 1423 at no cost.

(2) Block 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. The estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The entry “N/C” for “no charge” will be acceptable. The estimated price shall not include any amount for rights in data. The Government’s rights to use the data shall be governed by the pertinent provisions of the contract.

(End of Provision)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.

(a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror’s Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

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- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, 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 Government processes resume.
- (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.
- (d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.
- (e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
 - (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed Offeror’s offer.
 - (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
 - (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award.
 - (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

SUPPLEMENTAL INSTRUCTIONS

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ADDENDUM TO 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services

I. GENERAL

In addition to FAR 52.212-1, "Instructions to Offerors – Commercial Products and Commercial Services" and any other instructions contained elsewhere in this solicitation, the following information is provided:

Objections to any of the terms and conditions of the RFQ will constitute a deficiency which will make the offer unacceptable.

IMPORTANT NOTES:

- (1) Vendors shall respond to all requirements of the solicitation document. Vendors are cautioned not to alter the solicitation.
- (2) Initial quotes and any modifications thereto are to be submitted to the Contracting Office on or before the closing dated time cited elsewhere in this Request for Quote.
- (3) Responses should be submitted via email only.
- (4) Please review all specifications carefully and make note of all base access requirements.

II. CONTENT OF QUOTE

1. RFQ pricing and information pages completed by the vendor.
2. A Point of Contact, name, email address, phone, CAGE code.
3. Representations and Certifications completed by the vendor in accordance with instructions contained elsewhere in this solicitation. If the vendor has completed all of the representations and certifications required by this solicitation in SAM.gov in accordance with FAR 52.204-7, then the vendor need not submit the hardcopy Representations and Certifications.
4. Technical Submission as noted below.
 - a. Submission of technical information demonstrating compliance with the specifications, including, but not limited to:
 - **Technical Acceptability**
 - **Refrigerator Box**
 - 20ft x 8ft in size
 - Temp Rating of 38 Degrees F
 - 32in swing door
 - Interior emergency safety release
 - Interior lights
 - Must be equipped with power cord
 - Must be able to be lifted by forklift and overhead crane
 - **Freezer Box**
 - 20ft x 8ft in size
 - Temp Rating of 0 Degrees F
 - 32in swing door
 - Interior emergency safety release
 - Interior lights
 - Must be equipped with power cord
 - Must be able to be lifted by forklift and overhead crane
 - **Maintenance**
 - Monthly maintenance of units per original manufactures specifications. Monthly maintenance to include operational check of unit(s) internal/external latches and hinges.
 - Except for daily surveillance checks i.e. liquid levels, the Contractor shall be responsible and shall perform all maintenance (e.g. refrigerant charge, oil changes, replace / clean filters, lubrication, coolant refills, liquid top-offs, etc.) for the duration of the lease. Coordinate maintenance with Shipyard Point-of-Contact (POC).
 - The equipment will be operating around-the-clock under a rigorous deployment performance schedule. Within twenty-four (24) hours (one-day) of initial notification of the need for repair, the Contractor shall have a qualified and equipped technician on the job-site fully prepared to repair the rental equipment. The defective unit(s) shall be repaired within twenty-four (24)

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hours (one-day) of initial notification or, if the original defective unit(s) cannot be made operational, replaced within forty-eight (48) hours (two days) of initial notification. If the equipment failure is not the fault of the Government, the Contractor shall bear all costs associated with its repair and/or replacement.

- Adherence to Schedule
- 5. Past Performance
- 6. Pricing Submission. Vendors shall provide firm, fixed prices for each CLIN

Factor 1 – Technical Acceptability Submissions: Vendors shall demonstrate their Technical Acceptability by providing the following information: **(a)** Technical description of the items being offered in sufficient detail to evaluate compliance with the Statement of Work (SOW). This may include product literature or other documents. See L-212-W001 Technical Proposal – Specific Requirements – Commercial Items (NAVSEA) (OCT 2018), and **(b)** Ability to Meet Delivery Schedule.

Factor 2 – Past Performance Submission: Vendors shall submit documentation of two (2) projects/contracts that demonstrate recent and relevant experience with the two (2) major tasks identified in the Statement of Work (SOW). Contracts or projects are considered recent if they have been completed within the last five (5) years. Contracts or projects are considered relevant if they involve the rental and maintenance of Refrigerator and Freezer Boxes. For each contract or project, Vendors shall provide the following:

- (i) Customer's name, organization and contact information;
- (ii) Contract or project number and title;
- (iii) Dates of performance (identify the start and end dates by month and year);
- (iv) A description of the work performed and how it is relevant to the SOW.

Factor 3 – Price Submission: The Price Factor will not be rated. The Vendor's response will be evaluated for compliance with the Addendum to 52.212-1, completeness and price reasonableness in accordance with FAR 12.204(a).

If the technical submittal is determined "Unacceptable", it renders the entire quote technically unacceptable. Technical submissions that do not meet the minimum requirements will be rated as "Unacceptable" and will no longer be considered for further competition or award.

Price Quotes shall be held firm for thirty (30) days.

Vendors responding to this solicitation are advised that, prior to award, the government may request vendors to submit additional information/data to support price reasonableness such as copies of paid invoices for the same or similar items, sales history for the same or similar items, price list with effective date and/or copies of catalog pages along with any applicable discounts. Failure to submit the requested information may result in disqualification of the submitted quote.

This information shall be sent with the completed RFQ on or before the due date of this solicitation to Donna Tice, Contracting Division, Code 410, Portsmouth Naval Shipyard, Kittery, ME 03904, email: donna.l.tice3.civ@us.navy.mil.

The Government reserves the right to contact references for verification or additional information.

COMMUNICATION WITH PORTSMOUTH NAVAL SHIPYARD (PNS)

Contact: Donna Tice at (207) 438-1358 or email: donna.l.tice3.civ@us.navy.mil. Oral communications are not acceptable in response to this notice.

Submissions in response to this RFQ WILL be accepted via electronic transmission. Only quotations with signatures submitted in accordance with 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL, of this solicitation will be accepted.

METHOD OF QUOTE SUBMISSION

Quote shall be emailed to: donna.l.tice3.civ@us.navy.mil.

The quote shall include price(s), a point of contact, name, email address, phone/FAX number, CAGE Code, business size under NAICS Code 532490, and payment terms. The response must clearly indicate the capability of the vendor

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to meet all specifications and requirements. System for Award Management (SAM): Vendors must be registered in the SAM database to get the award. Registration is free and can be completed on-line at <http://www.sam.gov/>

(End of Provision)

52.212-2, Evaluation - Commercial Items

The Government will award a contract resulting from this solicitation to the responsible vendor whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The contract will be awarded to the vendor with the **Best Value** to the government after technical acceptance. Quotes will be evaluated based on the following factors (listed by order of priority):

- Technical Acceptability (Must meet specifications and document capabilities)
- Past Performance
- Adherence to Schedule (Award may be made based on delivery and ability to meet the requested schedule)
- Best Value (in Government's estimation, provides the greatest overall benefit in response to the requirement)

Vendors will be required to submit a quote that will be evaluated in accordance with the specifications provided in the solicitation, FAR 52.212-1 Instruction to Offerors. Failure to include pricing for all line items shall be cause for rejection of the quote for all line items.

Factor 1 - Technical: Please provide documentation demonstrating your capabilities in fulfilling the SOW. Technical will be evaluated in accordance with L-212-W001.

- a. Compliance Checklists- Must complete compliance checklists for quoted items, see attachment 2.
- b. Must meet Statement of Work specifications and document capabilities
- c. Adherence to Schedule- Please confirm availability for requested period of performance. If your company is unavailable for the requested period, please provide earliest available start. Please provide your best and fastest schedule. Award may be made based on delivery and ability to meet the requested schedule.

Technical Evaluation Ratings

Rating	Description
Acceptable	Submission clearly meets the minimum requirements of the solicitation
Unacceptable	Submission does not clearly meet the minimum requirements of the solicitation

Factor 2 – Past Performance Submission: Vendors shall submit documentation of two (2) projects/contracts that demonstrate recent and relevant experience with the Refrigerator and Freezer Boxes identified in the Statement of Work (SOW). Contracts or projects are considered recent if they have been completed within the last five (5) years. Contracts or projects are considered relevant if they involve rental and maintenance of Refrigerator and Freezer Boxes subject to 29 CFR 1915. For each contract or project, Vendors shall provide the following:

- (i) Customer's name, organization and contact information;
- (ii) Contract or project number and title;
- (iii) Dates of performance (identify the start and end dates by month and year);
- (iv) A description of the work performed and how it is relevant to the SOW.

Adjectival Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, OR the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Factor 3 – Adherence to Schedule: Please confirm availability for requested period of performance. If your company is unavailable for the requested period, please provide earliest available start. Please provide your best and fastest schedule. Award may be made to the vendor based on delivery and ability to meet the requested schedule.

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Factor 4 - Price: The Price will be evaluated as Best Value Price after adherence to other factors, however, the Contracting Officer reserves the right to award based on ability to meet the required schedule. The Vendor's response will be evaluated for compliance with the Addendum to FAR 52.212-1. The completeness and price will be evaluated to be fair and reasonable in accordance with FAR 12.204(a).

If the technical submittal is determined "Unacceptable", it renders the entire quote technically unacceptable. Technical submissions that do not meet the minimum requirements will be rated as "Unacceptable" and will no longer be considered for further competition or award.

(a) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(b) Notice of award. A written notice of award or acceptance of an offer 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 Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

(END OF SOLICITATION)