

COMBINED SYNOPSIS/SOLICITATION

Non-personal Janitorial Services for National Weather Service (NWS), Weather Forecast Office (WFO) located in Tallahassee, FL

(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice and in accordance with the simplified acquisition procedures authorized in FAR Part 13. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

(ii) This solicitation is issued as a request for quotation (RFQ). Submit written quotes on RFQ Number 1305M325Q0035.

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2025-01 (Nov 2024).

(iv) This solicitation is being issued as a total Small Business Set-Aside. The associated NAICS code is 561720. The small business size standard is \$22.0 million.

(v) This combined solicitation/synopsis is for purchase of the following commercial services:

CLIN 0001 – Base Year

Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2025 through 02/28/2026.

Quantity: 12 Months Unit Price (per month): _____ Annual Total: _____

CLIN 1001 – Option Year 1

Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2026 through 02/28/2027.

Quantity: 12 Months Unit Price (per month): _____ Annual Total: _____

CLIN 2001 – Option Year 2

Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2027 through 02/29/2028.

Quantity: 12 Months Unit Price (per month): _____ Annual Total: _____

CLIN 3001 – Option Year 3

Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2028 through 02/28/2029.

Quantity: 12 Months Unit Price (per month): _____ Annual Total: _____

CLIN 4001 – Option Year 4

Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2029 through 02/28/2030.

Quantity: 12 Months Unit Price (per month): _____ Annual Total: _____

Aggregate Total for All Years: _____

(vi) Description of requirements is as follows:

See attached Statement of Work which applies to Base Year and all Option Years 1 – 4, and Department of Labor Wage Rates: WD 2015-4569, Revision No. 24, dated 07/22/2024, which can be found on: <https://sam.gov/content/wage-determinations>

INVOICES TO BE BILLED MONTHLY IN ARREARS. PROVIDE MONTHLY AND ANNUAL PRICING FOR EACH BASE AND OPTION YEAR. QUOTE PRICING MAY BE PROVIDED ON ATTACHED SF18 FORM OR ON COMPANY LETTERHEAD.

(vii) Date(s) and place(s) of delivery and acceptance:

Period of performance shall be:

Base Year for a twelve month period 03/01/2025 through 02/28/2026.

Option Period 1 for a twelve month period 03/01/2026 through 02/28/2027.

Option Period 2 for a twelve month period 03/01/2027 through 02/29/2028.

Option Period 3 for a twelve month period 03/01/2028 through 02/28/2029.

Option Period 4 for a twelve month period 03/01/2029 through 02/28/2030.

Place of Performance is 1017 Academic Way, Tallahassee, FL 32306.

(viii) FAR provision [52.212-1](#), Instructions to Offerors-Commercial Products and Commercial Services (Sept 2023), applies to this acquisition and can be found on the Request for Quote form SF18 attachment.

(ix) FAR provision [52.212-2](#), Evaluation-Commercial Products and Commercial Services (Nov 2021), applies to this acquisition and can be found on the Request for Quote form SF18 attachment.

(x) FAR provision [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services (May 2024), applies to this acquisition and can be found on the Request for Quote form SF18 attachment. Offerors are advised to include a completed copy of the provision with its offer.

(xi) FAR clause at [52.212-4](#), Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023), applies to this acquisition and can be found on the Request for Quote form SF18 attachment.

(xii) FAR clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Nov 2024), applies to this acquisition and can be found in full text on the Request for Quote form SF18 attachment.

(xiii) Any additional contract requirement(s) or terms and conditions that apply can be found on the Request for Quote form SF18 attachment.

(xiv) Defense Priorities and Allocations System (DPAS) and assigned rating does not apply.

(xv) Quotes are required to be received in the contracting office no later than 12:00PM MST/MDT on Friday, January 3, 2025. All quotes must be submitted electronically via email to stephanie.mas@noaa.gov.

(xvi) Any questions regarding this solicitation should be submitted electronically via email to stephanie.mas@noaa.gov.

UTILIZATION OF FEDCONNECT® FOR CONTRACT ADMINISTRATION

The Department of Commerce will utilize the FedConnect® web portal in administering this award. The contractor must be registered in FedConnect® and have access to the FedConnect® website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect®.

(End)

1352.215-72 Inquiries (Apr 2010)

OFFERORS MUST SUBMIT ALL QUESTIONS CONCERNING THIS SOLICITATION IN WRITING VIA EMAIL TO stephanie.mas@noaa.gov. QUESTIONS SHOULD BE RECEIVED NO LATER THAN 12:00pm MST/MDT on Friday, December 27, 2024. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

52.237-1 Site Visit (Apr 1984)

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

(End of provision)

A site visit is highly recommended but not required. Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. **Please contact Jennifer Nichols at 850-942-8833 ext. 222 or Jennifer.nichols@noaa.gov to set up a time to visit the site.** All questions during the site visit should be submitted electronically to stephanie.mas@noaa.gov.

FAR 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023)

NOTICE TO OFFERORS: Instructions for submitting quotations under this request for quote must be followed. Failure to provide all information to aid in the evaluation may be considered non-responsive. Offers that are non-responsive may be excluded from further evaluation and rejected without further notification to the offeror.

1. Submit PDF or Microsoft Word format quotations to the office specified in this solicitation at or before the time specified in the solicitation. Quote documents shall include signed copies of the SF 18 and SF 30(s) to acknowledge the solicitation and any applicable amendments. Email quotes are required and can be sent to stephanie.mas@noaa.gov.
2. Offeror shall have an active registration in the System for Award Management (SAM found at <https://sam.gov/content/home>) in order to provide a quote and be eligible for award. Must provide their UEID/CAGE CODE with their quote.

3. Offerors shall assume that the Government has no prior knowledge of them or their capability.
4. Offerors must provide all evaluation criteria in accordance with FAR 52.212-2. Offerors who do not provide all evaluation criteria may not be considered.
 1. Technical Approach and Capability
 2. Past Performance, including submission of completed Past Performance Questionnaires
 3. Price

THE GOVERNMENT DOES NOT ACCEPT RESPONSIBILITY FOR NON-RECEIPT OF QUOTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST AND RECEIVE A CONFIRMATION OF THE QUOTE RECEIPT.

FAR 52.212-2 Evaluation- Commercial Products and Commercial Services (Nov 2021)

Offers will be evaluated based on price and the factors set forth in paragraph (a).

The evaluation will consider the Non-Price Technical Solution (Technical Approach and Past Performance) to be significantly more important than price. However, as quotes are determined to be more equal in the non-price evaluation factor, price becomes more important and may become the determining factor for award. If, at any stage of the evaluation, all vendors are determined to have submitted equal, or virtually equal, Non-Price Technical Solutions, price could become the factor in determining which vendor will receive the award.

The Government intends to evaluate the quotes and award a purchase order based on the Offeror's initial quote; therefore, the Offeror's initial quote should contain the Offeror's best terms from a Non-Price Technical Solution and price standpoint.

The Government reserves the right not to award a purchase order depending on the quality of the quote(s) submitted and the availability of funds. Furthermore, the Government may waive informalities and minor irregularities or omissions in quotes received.

The Government may make award to other than the lowest-priced Offeror or the Offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government. The Government will not make an award at a significantly higher overall price to achieve only slightly superior performance capability.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Paragraph (a) is hereby completed as follows: Evaluation will be based on the following:

1. **Technical Approach and Capability.**

The Offeror's overall technical approach will be evaluated to assess the Government's level of confidence in the Offeror's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. Provide a detailed description of the company's experience performing similar services. A detailed technical approach write-up describing how the Offeror will perform this service is required to be submitted with the quote regardless of whether a site visit was made or not. The technical approach write-up must not be a reiteration of the Statement of Work, but how your company plans on performing the tasks listed in the attached Statement of Work. (i.e. performance checklists, anticipated number of employees, anticipated hours at the facility and/or confirmation of supplies being provided, etc.)

2. **Past Performance.**

Quote shall include at least **two** references from at least **two separate contracts** for **similar and relevant** services including the name, phone number, full address, and e-mail address of the reference to demonstrate the **offeror's** capability to successfully perform the services listed in the

Statement of Work.

The offeror is required to fill out blocks 1-4 and send the attached Past Performance Questionnaire to those references provided by the offeror in their submission, and email the completed survey form directly to stephanie.mas@noaa.gov by the closing date and time of this solicitation. The Government reserves the right to consider past performance report forms received after the due date and time of the solicitation and to contact references for verification or additional information.

The Offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management and customer satisfaction. The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the Offeror, the agency's knowledge of Offeror performance, other government agencies or commercial entities, or past performance databases, and will be based on responsiveness, quality, and customer services.

Offerors lacking relevant past performance history, or for whom past performance information is either not available or has not been submitted to the Government, will receive a neutral rating for past performance.

3. **Price.**

The Government will evaluate the price quote for completeness and reasonableness in relation to the RFQ requirements. Quoted prices must be entirely compatible with the Non-Price Technical Solution.

The Government intends to award a trade-off, single firm fixed-price purchase order on an all or none basis with payment terms of Net 30.

(b) Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the 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)

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 73
1. REQUEST NO. 1305M325Q0035		2. DATE ISSUED 12/18/2024	3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5a. ISSUED BY WAD-SAP 325 BROADWAY, SOU6 BOULDER CO 80305			6. DELIVERY BY (Date)		
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
			9. DESTINATION		
5b. FOR INFORMATION CALL: (No collect calls)			a. NAME OF CONSIGNEE TALLAHASSEE WFO FLORIDA		
NAME STEPHANIE MAS		AREA CODE 303	TELEPHONE NUMBER NUMBER 578-6768	b. STREET ADDRESS LOVE BLDG FL STATE UNIV	
8. TO:					
a. NAME		b. COMPANY			
c. STREET ADDRESS			c. CITY TALLAHASSEE		
d. CITY		e. STATE	f. ZIP CODE	d. STATE FL	e. ZIP CODE 32306-4509
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 01/03/2025 1200 MS		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Period of Performance: 03/01/2025 to 02/28/2026				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE
d. CITY			e. STATE		f. ZIP CODE
			c. TITLE (Type or print)		NUMBER

Section II - Supplies or Services and Price/Costs3
Section III - Description/Specifications5
Section IX - Contract Clauses10
Section X - List of Attachments59

Section II - Supplies or Services and Price/Costs

CLIN List

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	BASE YEAR	12	MO		
	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2025 through 02/28/2026. Award Type: Firm-fixed-price Product/Service Code: S201				
1001	OPTION YEAR 1	12	MO		
	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2026 through 02/28/2027. Award Type: Firm-fixed-price (Option Line Item) Product/Service Code: S201 Period of Performance: 03/01/2026 to 02/28/2027				
2001	OPTION YEAR 2	12	MO		
	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2027 through 02/29/2028. Award Type: Firm-fixed-price (Option Line Item)				

Item Number	Description	Quantity	Unit	Unit Price	Amount
3001	Product/Service Code: S201 Period of Performance: 03/01/2027 to 02/29/2028 OPTION YEAR 3	12	MO		
	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2028 through 02/28/2029. Award Type: Firm-fixed-price (Option Line Item)				
4001	Product/Service Code: S201 Period of Performance: 03/01/2028 to 02/28/2029 OPTION YEAR 4	12	MO		
	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for janitorial services at the National Weather Service (NWS), Weather Forecast Office (WFO) in Tallahassee, FL, in accordance with the Statement of Work. Period of Performance 03/01/2029 through 02/28/2030. Award Type: Firm-fixed-price (Option Line Item)				
	Product/Service Code: S201 Period of Performance: 03/01/2029 to 02/28/2030				

Section III - Description/Specifications

Statement of Work (SOW)

National Oceanic and Atmospheric Administration (NOAA)
National Weather Service (NWS)
Tallahassee Weather Forecast Office (WFO)

PURPOSE:

The Contractor shall be responsible for satisfactorily managing and performing non-personal janitorial services as specified herein at the Tallahassee Weather Forecast Office.

BACKGROUND:

The NWS is a 24-hour 7 day a week operation. The area covered by this contract consists of approximately 5,884 square feet. Specifics are provided below. The Service Contract Labor Standards act applies for Leon County, FL.

If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount or the price of the contract may be reduced to reflect the reduced value of services performed. If the defects in services are not corrected by re-performance, the Government may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements. If defects in services are not corrected, the Government may take action to terminate the contract due to non-performance.

SCOPE OF WORK:

Equipment, Materials, and Supplies:

All equipment, material, and supplies (MSDS for chemicals) shall be furnished by the Contractor and properly stored in the areas designated by the Meteorologist in Charge (MIC) including paper towels, toilet paper, paper toilet seat covers and dispenser, hand soap, waste basket and trash can liners, cleaning supplies, and cleaning equipment. All products used are to be environmentally friendly and a list and Material Safety Data Sheets of these products will be supplied to the MIC for approval. The products are to be non-toxic, biodegradable, and made from renewable sources (not petroleum) to promote a healthy and green cleaning environment.

All paper products shall be made of recovered materials as per EPA guidelines at the following website: www.epa.gov/greenerproducts

Materials Safety Data Sheets (MSDS) must be provided by the Contractor to the MIC or Administrative Support Assistant (ASA), where the information will be kept on file in accordance with applicable guidelines of the OSHA Hazard Communications Standard. Requirements pertaining to recordkeeping will be strictly followed, with copy(s) provided to MIC as necessary and upon request.

Time of Services:

Services performed under this contract shall be performed during hours approved by the MIC. Cleaning shall take place between 5:00 pm and 9:00 pm except on the designated day off or Sunday.

Security Background Investigations:

Personnel security investigations are required for all Contractors entering the site per CAR clause 1352.237-71 Security Processing Requirements - Low Risk (Apr 2010). A full copy of the clause is provided in the terms and conditions.

All contractor employee(s) will be required to obtain an FSU Card in order to access the facility after hours. Contractor employee(s) will be required to sign in on the Visitors Log each time they access the facility.

Conduct of Work:

Services under this contract shall be performed in such a way that there will be no interruption to, or interference with, the normal operation of Government business on the premises.

Square Footage/Site Conditions:

The area covered by this contract consists of approximately 5884 square feet. All rooms in the Weather Service Office main building will be cleaned as per the scope of work (SOW) except for the Communication Room and the Electrical Room (312 sq. ft). A listing of the flooring type and size of the various rooms to be cleaned as per the SOW are:

- a. Front Entry has a Glass windows and doors to be cleaned as per SOW.
- b. 1831sq. ft. of carpeted area including the Reception/Waiting area, SOO Office, MIC Office, WCM office, Conference Room, Copy Room, Collaboration Room, and Main and Side Corridors.
- c. 2068 sq. ft. of computer tile flooring including the Primary Operations Area and 5 adjoining Cubicles, and the Equipment Room.
- d. 445 sq. ft. of ceramic tile flooring including the Men's Bathroom, Women's Bathroom, Unisex Bathroom, and Ready Room/Kitchen.
- e. 768 sq. ft. of linoleum tile flooring in the Electronic Technician work and office area.
- f. 270 sq. ft. of bare concrete in the inside Storage Room.

Room Information:

Room Number	Floor	Use
0451A	4th	Multi-Purpose (Conference/Library)
04518	4th	ASA
0451C	4th	Copy Room
04510	4th	WCM
0451E	4th	MIC
0451F	4th	SOO
0451G	4th	Collaboration
0452	4th	Operations & Cubicles
0454	4th	Women's Restroom
0455	4th	Unisex Restroom
0456	4th	Electronics Room
0457	4th	Men's Room
0459	4th	Ready Room (Break Room)
0460	4th	Hall Coat Closet

0461	4th	OPL
0462	4th	El Techs
0463	4th	Storage
0464	4th	Equipment
0551	5th	Storage
0552	5th	Inflation Room
Basement	Basement	Storage except UPS room

CLEANING SCHEDULE AND REQUIREMENTS:

Daily (six days per week):

1. Empty and damp wipe all waste baskets. If plastic bags are inserted in trash cans, damp wiping will be unnecessary.
2. Remove all trash and recycling and dispose of in proper containers.
3. Vacuum all carpeting.
4. Clean and disinfect fixtures, handicap rails, and floors in restrooms, including sinks and walls around sinks, countertops, mirrors, toilets, urinals, and walls around urinals.
5. Clean and disinfect fixtures, sinks, walls around the sink, countertop, and table in the break room/kitchen.
6. Check paper towels, toilet tissue and paper toilet seat covers supply in break room and restrooms and refill if necessary. Refill soap dispensers. Provide extra paper towels and toilet tissue in janitorial closet in the event dispensers run empty.
7. Dust mop all tile (linoleum) floors, concrete and computer floors. (Note: Never use a wet mop or allow standing liquids on computer floor)
8. Deodorize spray restrooms.
9. Wipe/disinfect all door handles.
10. Clean and sanitize the drinking fountain.

Weekly (once every week):

1. Sweep outside entryway and remove any debris and dirt from the entrance.
2. Dust all flat surfaces which include table tops, chairs, file cabinets, (Cubicle rails and shelf surfaces), window sills, window ledges in the lobby, etc.
3. Wet mop all tile, linoleum, and concrete floors. *See Special Instructions section below
4. Wipe/disinfect restroom walls and areas around door handles.
5. Wash entrance windows (vestibule windows and doors) inside and out.
6. Dust or vacuum between/under cabinets and furniture, behind computers/monitors that don't require moving of them.
7. Damp mop chair mats.
8. Clean Microwave oven, Toaster oven, and Toaster.

Bi-Weekly (Once every two weeks):

1. Buff all tile floors. (linoleum)

Monthly (once every month):

1. Spot clean doors, walls and painted surfaces.
2. Dust high ledges, cabinet tops, ventilators, light fixtures and other high areas. Clean bugs/dust from overhead light fixture covers.

3. Wax tile (linoleum) floor in the ET office and break room/kitchen.
4. Buff tile floors in restrooms.
5. Vacuum air conditioning/heating vents.

Quarterly (Once every 3 months during December, March, June and September):

1. Wash all windows inside and out. **See Special Instructions section below
 - a. Most of the exterior windows have tint applied to them thus requiring a non-ammonia solution when cleaning (i.e. soap and water or glass cleaner for tinted windows)
2. Vacuum draperies and/or dust blinds.
3. Strip old wax, re-wax and buff all resilient tile (linoleum) floors in the ET office and break room/kitchen.
4. Wipe down tile wall surfaces in restrooms.

Semi-Annually (March and September):

1. Shampoo all carpeting (confer with MIC or designated official).

Annually (Once yearly at request of MIC):

1. Clean exterior break room cabinets
2. Wipe and clean break room baseboards.
3. Clean interior light fixtures.

Special Instructions:

- *All sweeping of resilient floor covering shall be done by the dustless pickup method using either the laundered or the disposable type of treated cloths as appropriate. All dusting shall be done by the damp or treated cloth method.
- All rules concerning safety, smoking and the security of the building shall be observed. The Contractor shall remove all waste (i.e., trash and recycling) from the premises, and plastic bags used for disposal of wastepaper and put them in trash dumpster provided.
- COMPUTER FLOOR - USE ONLY DAMP MOP, DAMP MOP WITH MILD DETERGENT WHEN NECESSARY. Never wax, buff, polish or rinse with water containing wax.
 - o The floor surface is designed to cause a "flake-off" and any buildup of foreign substance can affect the static decay rate of the floor surface.
 - o Never use strong abrasives, scrapers, steel wool or power scrubbers to clean the floor.
 - o Never use excessive amounts of liquid or flood the surface with water.
- **Windows with sun-control film must be washed differently. Use mild soap/detergent and water. Never use sharp instruments or abrasives to clean. Confer with MIC or designated official before treatment. There are 27 outside windows and 8 inside windows or glass partitions and the glass entrance door.

INVOICING:

Invoices shall be submitted monthly in arrears via IPP.gov.

LEGAL HOLIDAYS AND SITE CLOSURE INFORMATION:

Contractor agrees to observe all Federal Holidays, and any other day off work designated by Federal Statute, Executive Order, or Presidential Proclamation.

New Year's Day	Birthday of Martin Luther King, Jr.
Washington's Birthday	Memorial Day
Juneteenth National Independence Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	

If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at <https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination>.

In each instance, the Contractor agrees to continue to provide sufficient personnel to perform requirements of any critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer (CO) or the MIC. In the event of a site dismissal or closure due to weather, emergency or other circumstances, the Contractor is instructed to contact the MIC or Alternate MIC for guidance.

PERIOD OF PERFORMANCE:

Base Year: March 1, 2025 – February 28, 2026
 Option Year 1: March 1, 2026 – February 28, 2027
 Option Year 2: March 1, 2027 – February 29, 2028
 Option Year 3: March 1, 2028 – February 28, 2029
 Option Year 4: March 1, 2029 – February 28, 2030

PLACE OF PERFORMANCE:

National Weather Service Office
 Florida State University
 1017 Academic Way, 4th Floor Love Bldg.,
 Tallahassee, FL 32306-4509

GOVERNMENT POINTS OF CONTACT:

Provided at time of award.

Section IX - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
52.204-7	System for Award Management. (NOV 2024)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting. (AUG 2020)
52.204-17	Ownership or Control of Offeror. (AUG 2020)
52.204-18	Commercial and Government Entity Code Maintenance. (AUG 2020)
52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services. (NOV 2023)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (MAY 2024)
52.223-3	Hazardous Material Identification and Material Safety Data. (FEB 2021)
52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2024)
52.223-10	Waste Reduction Program. (MAY 2024)
52.232-18	Availability of Funds. (APR 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
1352.201-70	Contracting Officer's Authority. (MAR 2010)
1352.209-73	Compliance with the laws. (APR 2010)
1352.209-74	Organizational conflict of interest. (APR 2010)

FAR 52.237-1 Site Visit (Apr 1984)

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

(End of provision)

A site visit is highly recommended but not required. Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. **Please contact Jennifer Nichols at 850-942-8833 ext. 222 or Jennifer.nichols@noaa.gov to set up a time to visit the site.** All questions during the site visit should be submitted electronically to stephanie.mas@noaa.gov.

Standard Language UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

The Department of Commerce will utilize the FedConnect® web portal in administering this award. The contractor must be registered in FedConnect® and have access to the FedConnect® website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect®.

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to

the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

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

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

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

(d) *Representations.* The Offeror represents that-

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if

such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.
(DEC 2023)**

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) *Procedures.* (1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

FAR 52.208-9 Contractor Use of Mandatory Sources of Supply or Services. (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and

(2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(End of clause)

FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services. (SEP 2023)

NOTICE TO OFFERORS: Instructions for submitting quotations under this request for quote must be followed. Failure to provide all information to aid in the evaluation may be considered non-responsive. Offers that are non-responsive may be excluded from further evaluation and rejected without further notification to the offeror.

1. Submit PDF or Microsoft Word format quotations to the office specified in this solicitation at or before the time specified in the solicitation. Quote documents shall include signed copies of the SF 18 and SF 30(s) to acknowledge the solicitation and any applicable amendments. Email quotes are required and can be sent to stephanie.mas@noaa.gov.
2. Offeror shall have an active registration in the System for Award Management (SAM found at <https://sam.gov/content/home>) in order to provide a quote and be eligible for award. Must provide their UEID/CAGE CODE with their quote.
3. Offerors shall assume that the Government has no prior knowledge of them or their capability.
4. Offerors must provide all evaluation criteria in accordance with FAR 52.212-2. Offerors who do not provide all evaluation criteria may not be considered.

1. Technical Approach and Capability
2. Past Performance, including submission of completed Past Performance Questionnaires
3. Price

FAR 52.212-2 Evaluation - Commercial Products and Commercial Services. (NOV 2021)

Offers will be evaluated based on price and the factors set forth in paragraph (a).

The evaluation will consider the Non-Price Technical Solution (Technical Approach and Past Performance) to be significantly more important than price. However, as quotes are determined to be more equal in the non-price evaluation factor, price becomes more important and may become the determining factor for award. If, at any stage of the evaluation, all vendors are determined to have submitted equal, or virtually equal, Non-Price Technical Solutions, price could become the factor in determining which vendor will receive the award.

The Government intends to evaluate the quotes and award a purchase order based on the Offeror's initial quote; therefore, the Offeror's initial quote should contain the Offeror's best terms from a Non-Price Technical Solution and price standpoint.

The Government reserves the right not to award a purchase order depending on the quality of the quote(s) submitted and the availability of funds. Furthermore, the Government may waive informalities and minor irregularities or omissions in quotes received.

The Government may make award to other than the lowest-priced Offeror or the Offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government. The Government will not make an award at a significantly higher overall price to achieve only slightly superior performance capability.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Paragraph (a) is hereby completed as follows: Evaluation will be based on the following:

1. Technical Approach and Capability.

The Offeror's overall technical approach will be evaluated to assess the Government's level of confidence in the Offeror's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. Provide a detailed description of the company's experience performing similar services. A detailed technical approach write-up describing how the Offeror will perform this service is required to be submitted with the quote regardless of whether a site visit was made or not. The technical approach write-up must not be a reiteration of the Statement of Work, but how your company plans on performing the tasks listed in the attached Statement of Work. (i.e. performance checklists, anticipated number of employees, anticipated hours at the facility and/or confirmation of supplies being provided, etc.)

2. Past Performance.

Quote shall include at least **two** references from at least **two separate contracts** for **similar and relevant** services including the name, phone number, full address, and e-mail address of the reference to demonstrate the **offeror's** capability to successfully perform the services listed in the Statement of Work.

The offeror is required to fill out blocks 1-4 and send the attached Past Performance Questionnaire to those references provided by the offeror in their submission, and email the completed survey form directly to stephanie.mas@noaa.gov by the closing date and time of this solicitation. The Government reserves the right to consider past performance report forms received after the due date and time of the solicitation and to contact references for verification or additional information.

The Offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management and customer satisfaction. The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the Offeror, the agency's knowledge of Offeror performance, other government agencies or commercial entities, or past performance databases, and will be based on responsiveness, quality, and customer services.

Offerors lacking relevant past performance history, or for whom past performance information is either not available or has not been submitted to the Government, will receive a neutral rating for past performance.

3. Price.

The Government will evaluate the price quote for completeness and reasonableness in relation to the RFQ requirements. Quoted prices must be entirely compatible with the Non-Price Technical Solution.

The Government intends to award a trade-off, single firm fixed-price purchase order on an all or none basis with payment terms of Net 30.

(b) Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the 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)

FAR 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (MAY 2024)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision-

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

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

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

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

- (1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
- (3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that-

(i) It ___ is, ___ is not a small business concern; or

(ii) It ___ is, ___ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *SDVOSB concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents that it ___ is, ___ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it ___ is, ___ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. *[Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.]* *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]*

(5) *Small disadvantaged business concern.* *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern.* *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) *Previous contracts and compliance.* The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

- (i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic
---------------	-------------------	----------------------

		content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American- Free Trade Agreements-Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Korean End Products or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end

products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed end product	Listed countries of origin
[]	[]
[]	[]
[]	[]

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

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

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this

contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ___ does ___ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that-

(i) It ___ is, ___ is not an inverted domestic corporation; and

(ii) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ___ has or ___ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: [].

Immediate owner legal name: [].

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: [] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: [].

Highest-level owner legal name: [].
(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ___ is or ___ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.
 (Do not use a "doing business as" name).

(s) (Reserved)

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* (Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)). (i) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that-

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

FAR 52.217-5 Evaluation of Options. (JUL 1990)

Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

(End of Provision)

This includes options under FAR clause 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

Inclusion of FAR clause 52.217-8, Option to Extend Services, in the solicitation and resultant contract is for use by the Government as outlined at FAR 37.111, Extension of Services. The option will be exercised as needed at any time during the life of the contract using the rates applicable at the time of exercise.

FAR 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browse/index/far>

(End of provision)

FAR 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/browse/index/far>

(End of clause)

FAR 52.252-5 Authorized Deviations in Provisions. (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any Commerce Acquisition Regulation (48 CFR chapter 1352) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

FAR 52.252-6 Authorized Deviations in Clauses. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation (48 CFR 1352) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

CAR 1352.215-72 Inquiries. (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to stephanie.mas@noaa.gov. Questions should be received no later than 12:00pm MST/MDT on Friday, December 27, 2024 calendar days after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

CAR 1352.233-70 Agency protests. (APR 2010)

(a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

Chad Hepp

Chad.M.Hepp@noaa.gov

WAD Director, AGO

NOAA/AGO Western Acquisition Division-Boulder

325 Broadway SOU6

Boulder, CO 80305

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Barry Berkowitz

Senior Procurement Executive and

Director, Office of Acquisition Management

U.S. Department of Commerce

Room 6422

Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, DC 20230
FAX: 202-482-1711

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

(End of clause)

CAR 1352.233-71 GAO and Court of Federal Claims protests. (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

(End of clause)

CAR 1352.237-71 Security processing requirements-low risk contracts (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

- (1) Contracts more than 180 days-National Agency Check and Inquiries (NACI).
- (2) Contracts less than 180 days-Special Agency Check (SAC).

(c) Investigative requirements for IT Service Contracts are:

(1) Contracts more than 180 days-National Agency Check and Inquiries (NACI).

(2) Contracts less than 180 days-National Agency Check and Inquiries (NACI).

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

(1) Official legal status in the United States;

(2) Continuously resided in the United States for the last two years; and

(3) Obtained advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

(f) DOC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be processed. The Sponsor will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee's Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and

risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Security Processing Requirements for Low Risk IT Service Contracts. Processing of a NACI is required for all contract employees employed under Low Risk IT service contracts.

(1) Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NAC.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

(j) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(k) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

NOAA Acquisition Manual 1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)

In accordance with NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy, it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NOAA prohibits sexual assault and sexual harassment by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA.

(a) Definitions.

Contractor Employees - The term “contractor employees,” as used in this solicitation and contract language, refers to employees of the prime contractor or its subcontractors, affiliates, consultants, or team members.

Sexual Assault - The term sexual assault, as used in this solicitation and contract language, means any conduct proscribed by state or federal sexual abuse laws, including, but not limited to, those defined in chapter 109A of title 18 of the U.S. Code (sexual abuse), and assaults committed both by offenders who are strangers to the victim and by offenders who are known or related by blood or marriage to the victim.

Sexual Harassment - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

The main characteristics of sexual harassment are that the harasser's conduct is targeted against the recipient's sex, gender identity, or sexual orientation, and is unwelcome to the recipient. It may include, but is not limited to: offensive jokes, slurs, epithets or name calling, undue attention, physical assaults or threats, unwelcome touching or contact, intimidation, ridicule or mockery, insults or put-downs, constant or unwelcome questions about an individual's identity, and offensive objects or pictures.

(b) Requirements.

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.
2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontractor.
3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the COR, subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6.07, Reporting from Remote Locations.
4. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.
5. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).
6. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, Prevention Training and Awareness, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within [] business days (30 unless a different number is inserted) of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

Evidence of initial training by name and date completed for each contractor employee, shall be submitted to the COR or contracting officer (if no COR assigned) within 10 business days of completion.

Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than March 1st of each calendar year of contract performance.
7. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at <https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial>. The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.

8. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.

9. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.

10. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.

11. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

(c) Sexual Assault/Sexual Harassment (SASH) Helpline.

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee.

All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week. The NOAA SASH helpline is accessible through a variety of channels, including:

- Phone: 1-866-288-6558
- Website & Online Chat: <https://www.noasashhelpline.org/>
- Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)
- Text: (202) 335-0265

(d) Confidentiality.

Any party receiving information from the filing of a complaint alleging sexual assault or sexual harassment, or while performing an investigation into such a complaint, shall keep the information confidential. "Confidentiality" means that the information shall only be shared with others who have a need to know the information to conduct their official duties.

(e) Remedies.

In addition to other remedies available to the Government, contractor employee violations of Federal requirements (e.g., law, statutes, executive orders, code, rules, regulations) applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training set forth in this solicitation and contract language, may result in:

1. Requiring the contractor to remove a contractor employee or employees from the performance of the contract;
2. Requiring the contractor to terminate a subcontract;
3. Suspension of contract payments until the Contractor has taken appropriate remedial action;
4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;
5. Suspension or debarment; or
6. Other appropriate action.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.232-71 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2023)

The Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP). The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is <https://www.ipp.gov>.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)).

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: [].

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

(a) A contractor employee shall be identified both by the individual's name and the contractor's name when:

- Included in NOAA's locator, and
- When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

(b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number.

(c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-71 NOAA GOVERNMENT-CONTRACTOR RELATIONS - NON-PERSONAL SERVICES CONTRACT (SEPT 2017)

(a) The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services as defined in FAR Part 37, Service Contracting, and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties an understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

1. Be placed in a position where they are under relatively continuous supervision and control of a Government employee.

2. Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other contractors performing under other NOAA contracts.

(c) The services to be performed under this contract do not require the contractor or the contractor's personnel to exercise personal judgment and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.

(d) Rules, regulations, directives, and requirements that are issued by the Department of Commerce and NOAA under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation and facilities, who are provided access to Government systems, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Both parties are responsible for monitoring contract activities for indications of improper employee-employer relationships during performance. In the event a situation or occurrence takes place inconsistent with this contract language, the following applies:

1. The contractor shall notify the contracting officer in writing within 5 business days from the date of any situation or occurrence where the contractor considers specific contract activity to be inconsistent with the intent of this contract language. The notice must include the date, nature and circumstance of the situation or occurrence, the name, function and activity of each Government employee or contractor employee involved or knowledgeable about the situation or occurrence, provide any documents or the substance of any oral communications related to the activity, and an estimated date

by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.

2. The contracting officer will review the information provided by the contractor, obtain additional information (if needed), and respond in writing as soon as practicable after receipt of the notification from the contractor. The contracting officer's response will provide a decision on whether the contracting officer determines the situation or occurrence to be inconsistent with the intent of this contract language and, if deemed necessary, will specify any corrective action(s) to be taken in order to resolve the issue.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

(a)

1. The performance of this contract requires employees of the prime contractor or its subcontractors, affiliates, consultants, or team members ("contractor employees") to have access to and to the extent authorized, mobility within, a NOAA facility.

2. NOAA may close and or otherwise deny contractor employees access to a NOAA facility for a portion of a business day or longer for various reasons including, but not limited, to the following events:

- i. Federal public holidays for Federal employees in accordance with 5 U.S.C. 6103;
- ii. Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;
- iii. Occupational safety or health hazards;
- iv. Lapse in Appropriations; or
- v. Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

3. In such events, the contractor employees may be denied access to a NOAA facility that is ordinarily available for the contractor to perform work or make delivery, as required by the contract.

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the COR, which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall not be allowed. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work off- site if possible or reassigning personnel to other activities if appropriate.

(c) The contractor shall be responsible for monitoring the Office of Personnel Management at opm.gov, the local radio, television stations, NOAA web sites, and other communication channels. Once the facility is accessible, the contractor shall resume contract performance as required by the contract.

(d) For the period that NOAA facilities were not accessible to contractors who required access in order to perform the services, the contracting officer may—

1. Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;
2. Forego the work; or
3. Reschedule the work by mutual agreement of the parties.

(e) Notification procedures of a NOAA facility closure, including contractor denial of access, are as follows:

1. The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.

2. Access to Government facilities and resources, including equipment and systems, will be limited and personnel necessary to administer contract performance may not be available. Generally, supply and service contracts that are funded beyond the date of the lapse in appropriation and do not require access to Government facilities, active administration by Government personnel or the use of Government resources in a manner that would cause the Government to incur additional obligations during the lapse in appropriation may continue. If a delivery date for a contract falls during the period of a lapse in appropriations, Government personnel may not be available to receive delivery. Contractors are directed to consult with a contracting officer before attempting to make a delivery. Contracting officers will be available throughout the lapse in appropriation period to provide guidance.

Once OMB guidance is given, CORs, in consultation with the contracting officer, will notify those contractors that are deemed by the Program Office to be performing excepted work and identify the contractor personnel requiring access to NOAA facilities. CORs will also coordinate directly with facility management or physical security personnel at respective locations to ensure that the names of contractor personnel requiring access to Government facilities during the lapse in appropriations are provided to physical security personnel.

Contractors who are not designated as performing excepted work are not allowed access to Government facilities or to utilize Government resources in a manner that would incur any additional obligation of funding on behalf of the Government during the lapse in appropriation.

3. Unless otherwise specified within the contract award, contractors requiring access to NOAA facilities outside normal business hours or outside the normal workweek shall submit a written request in writing through the COR to the contracting officer. The written request shall provide justification supporting the required access and be submitted [] hours/days (contracting officer insert number of days. If blank, 72 hours applies) before access to the NOAA facility is needed.

(End of solicitation and contract language)

FAR Deviations 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services (Nov 2024) (Deviation 2024-03) (Oct 2023) (Deviation 2023-03) (Dec 2022) (Deviation 2021-06) (Sept 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial Products and Commercial Services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Nov 2021), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2020) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Award (Jun 2020). (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

X (11) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

__ (16)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022 (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (MAR 2020) of 52.219-4.

__ (17) [Reserved]

X (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

__ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)). (DEVIATION 2023-03) (DEC 2022)

__ (21)(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Jun 2020) of 52.219-9.

(v) Alternate IV (Sep 2023) of 52.219-9.

(22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

(23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637(s)). (Deviation 2021-06) (Sept 2021)

(24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26) 52.219-28, (i) Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(27) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

(28) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

(31) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2024) (E.O. 13126).

(33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(34) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(35) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

(36) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial Products and Commercial Services as prescribed in 22.1803.)

__ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (E.O. 13693).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (E.O. 13693).

__ (44) 52.223-20, Aerosols (MAY 2024) (E.O. 13693).

__ (45) 52.223-21, Foams (MAY 2024) (E.O. 13693).

X (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671I).

__ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

X (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Dec 2022) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3. (Deviation 2024-06) (Jan 2024)

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

__ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) 46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial Products and Commercial Services:

[Contracting Officer check as appropriate.]

52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage-Fringe Benefits

NA 2 Custodial Worker \$18.18, 30%

52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment's Requirements (May 2014) (41 U.S.C. chapter 67).

52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services's Requirements (May 2014) (41 U.S.C. chapter 67).

52.222-55, Minimum Wages Under Executive Order 14026 (Oct 2023) (Deviation 2024-03)(Oct 2023).

52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records's Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of

claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(x) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

- (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
 - (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xvi) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
 - (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
 - (xx) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022).
 - (xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - (xxii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
 - (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
 - (xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
 - (xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section X - List of Attachments

Attachment Number	Title
1	Past Performance Questionnaire 1305M325Q0035

2015-4569 Revision 24 Wage Determination

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 |
 | Wage Determination No.: 2015-4569
 Daniel W. Simms | Division of | Revision No.: 24
 Director | Wage Determinations | Date Of Last Revision: 07/22/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or	Executive Order 14026 generally applies to
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The contractor must pay all covered workers
an option is exercised) on or after	at least \$17.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2024.

If the contract was awarded on or	Executive Order 13658 generally applies to
between January 1, 2015 and January 29,	the contract.
2022, and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30,	at least \$12.90 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida Counties of Gadsden, Jefferson, Leon, Wakulla

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.10***
01012 - Accounting Clerk II		18.07
01013 - Accounting Clerk III		20.21
01020 - Administrative Assistant		24.02
01035 - Court Reporter		19.22
01041 - Customer Service Representative I		14.55***
01042 - Customer Service Representative II		15.88***
01043 - Customer Service Representative III		17.84
01051 - Data Entry Operator I		14.59***
01052 - Data Entry Operator II		15.92***
01060 - Dispatcher, Motor Vehicle		17.21
01070 - Document Preparation Clerk		15.00***
01090 - Duplicating Machine Operator		15.00***
01111 - General Clerk I		15.44***
01112 - General Clerk II		16.85***
01113 - General Clerk III		18.91
01120 - Housing Referral Assistant		21.43
01141 - Messenger Courier		15.20***
01191 - Order Clerk I		16.30***
01192 - Order Clerk II		17.79
01261 - Personnel Assistant (Employment) I		18.54
01262 - Personnel Assistant (Employment) II		20.74
01263 - Personnel Assistant (Employment) III		23.13
01270 - Production Control Clerk		22.19
01290 - Rental Clerk		14.82***
01300 - Scheduler, Maintenance		17.18***
01311 - Secretary I		17.18***
01312 - Secretary II		19.22
01313 - Secretary III		21.43
01320 - Service Order Dispatcher		15.39***
01410 - Supply Technician		24.02
01420 - Survey Worker		18.21
01460 - Switchboard Operator/Receptionist		14.45***
01531 - Travel Clerk I		15.31***
01532 - Travel Clerk II		17.18***
01533 - Travel Clerk III		18.88
01611 - Word Processor I		14.90***

01612 - Word Processor II	16.74***
01613 - Word Processor III	18.72
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.33
05010 - Automotive Electrician	19.59
05040 - Automotive Glass Installer	18.46
05070 - Automotive Worker	18.46
05110 - Mobile Equipment Servicer	16.13***
05130 - Motor Equipment Metal Mechanic	20.82
05160 - Motor Equipment Metal Worker	18.46
05190 - Motor Vehicle Mechanic	20.82
05220 - Motor Vehicle Mechanic Helper	14.95***
05250 - Motor Vehicle Upholstery Worker	17.29
05280 - Motor Vehicle Wrecker	18.46
05310 - Painter, Automotive	19.59
05340 - Radiator Repair Specialist	18.46
05370 - Tire Repairer	15.13***
05400 - Transmission Repair Specialist	20.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.78***
07041 - Cook I	15.06***
07042 - Cook II	17.23
07070 - Dishwasher	13.08***
07130 - Food Service Worker	14.17***
07210 - Meat Cutter	17.99
07260 - Waiter/Waitress	13.13***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.27
09040 - Furniture Handler	14.78***
09080 - Furniture Refinisher	23.27
09090 - Furniture Refinisher Helper	17.75
09110 - Furniture Repairer, Minor	20.54
09130 - Upholsterer	23.27
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.08***
11060 - Elevator Operator	13.20***
11090 - Gardener	19.19
11122 - Housekeeping Aide	13.20***
11150 - Janitor	13.20***
11210 - Laborer, Grounds Maintenance	14.76***
11240 - Maid or Houseman	12.85***
11260 - Pruner	13.46***
11270 - Tractor Operator	17.78
11330 - Trail Maintenance Worker	14.76***
11360 - Window Cleaner	14.48***
12000 - Health Occupations	
12010 - Ambulance Driver	20.16

12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	32.33
12015 - Certified Physical Therapist Assistant	32.33
12020 - Dental Assistant	19.19
12025 - Dental Hygienist	35.38
12030 - EKG Technician	24.79
12035 - Electroneurodiagnostic Technologist	24.79
12040 - Emergency Medical Technician	20.16
12071 - Licensed Practical Nurse I	19.09
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	23.81
12100 - Medical Assistant	17.10***
12130 - Medical Laboratory Technician	24.32
12160 - Medical Record Clerk	17.75
12190 - Medical Record Technician	19.87
12195 - Medical Transcriptionist	18.98
12210 - Nuclear Medicine Technologist	46.92
12221 - Nursing Assistant I	13.35***
12222 - Nursing Assistant II	15.02***
12223 - Nursing Assistant III	16.39***
12224 - Nursing Assistant IV	18.39
12235 - Optical Dispenser	25.00
12236 - Optical Technician	19.09
12250 - Pharmacy Technician	17.49
12280 - Phlebotomist	16.62***
12305 - Radiologic Technologist	28.98
12311 - Registered Nurse I	26.81
12312 - Registered Nurse II	32.78
12313 - Registered Nurse II, Specialist	32.78
12314 - Registered Nurse III	39.66
12315 - Registered Nurse III, Anesthetist	39.66
12316 - Registered Nurse IV	47.54
12317 - Scheduler (Drug and Alcohol Testing)	26.45
12320 - Substance Abuse Treatment Counselor	23.43
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.21
13012 - Exhibits Specialist II	25.03
13013 - Exhibits Specialist III	30.62
13041 - Illustrator I	20.21
13042 - Illustrator II	25.03
13043 - Illustrator III	30.62
13047 - Librarian	27.73
13050 - Library Aide/Clerk	14.73***
13054 - Library Information Technology Systems Administrator	25.03
13058 - Library Technician	16.59***
13061 - Media Specialist I	17.75

13062 - Media Specialist II	19.86
13063 - Media Specialist III	22.14
13071 - Photographer I	16.84***
13072 - Photographer II	18.84
13073 - Photographer III	23.34
13074 - Photographer IV	28.55
13075 - Photographer V	34.55
13090 - Technical Order Library Clerk	18.49
13110 - Video Teleconference Technician	22.28
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.71
14042 - Computer Operator II	20.92
14043 - Computer Operator III	23.33
14044 - Computer Operator IV	25.93
14045 - Computer Operator V	28.71
14071 - Computer Programmer I	(see 1) 22.38
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.71
14160 - Personal Computer Support Technician	25.93
14170 - System Support Specialist	28.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.84
15020 - Aircrew Training Devices Instructor (Rated)	34.89
15030 - Air Crew Training Devices Instructor (Pilot)	41.82
15050 - Computer Based Training Specialist / Instructor	28.84
15060 - Educational Technologist	26.57
15070 - Flight Instructor (Pilot)	41.82
15080 - Graphic Artist	24.00
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	41.82
15086 - Maintenance Test Pilot, Rotary Wing	41.82
15088 - Non-Maintenance Test/Co-Pilot	41.82
15090 - Technical Instructor	19.64
15095 - Technical Instructor/Course Developer	24.02
15110 - Test Proctor	15.85***
15120 - Tutor	15.85***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.62***
16030 - Counter Attendant	13.62***
16040 - Dry Cleaner	15.57***
16070 - Finisher, Flatwork, Machine	13.62***
16090 - Presser, Hand	13.62***
16110 - Presser, Machine, Drycleaning	13.62***

16130 - Presser, Machine, Shirts	13.62***	
16160 - Presser, Machine, Wearing Apparel, Laundry		13.62***
16190 - Sewing Machine Operator	16.20***	
16220 - Tailor	16.85***	
16250 - Washer, Machine	14.27***	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.70
19040 - Tool And Die Maker	28.30	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.52	
21030 - Material Coordinator	22.19	
21040 - Material Expediter	22.19	
21050 - Material Handling Laborer	15.64***	
21071 - Order Filler	15.09***	
21080 - Production Line Worker (Food Processing)		17.52
21110 - Shipping Packer	15.81***	
21130 - Shipping/Receiving Clerk	15.81***	
21140 - Store Worker I	13.79***	
21150 - Stock Clerk	18.68	
21210 - Tools And Parts Attendant	17.52	
21410 - Warehouse Specialist	17.52	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	28.03	
23019 - Aircraft Logs and Records Technician	22.19	
23021 - Aircraft Mechanic I	26.51	
23022 - Aircraft Mechanic II	28.03	
23023 - Aircraft Mechanic III	29.55	
23040 - Aircraft Mechanic Helper	19.18	
23050 - Aircraft, Painter	24.94	
23060 - Aircraft Servicer	22.19	
23070 - Aircraft Survival Flight Equipment Technician		24.94
23080 - Aircraft Worker	23.69	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.69
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		26.51
23110 - Appliance Mechanic	22.70	
23120 - Bicycle Repairer	18.66	
23125 - Cable Splicer	37.68	
23130 - Carpenter, Maintenance	20.35	
23140 - Carpet Layer	21.39	
23160 - Electrician, Maintenance	22.47	
23181 - Electronics Technician Maintenance I		27.62
23182 - Electronics Technician Maintenance II		29.31
23183 - Electronics Technician Maintenance III		31.15
23260 - Fabric Worker	20.03	
23290 - Fire Alarm System Mechanic		23.71

23310 - Fire Extinguisher Repairer	18.66
23311 - Fuel Distribution System Mechanic	24.12
23312 - Fuel Distribution System Operator	18.66
23370 - General Maintenance Worker	17.89
23380 - Ground Support Equipment Mechanic	26.51
23381 - Ground Support Equipment Servicer	22.19
23382 - Ground Support Equipment Worker	23.69
23391 - Gunsmith I	18.66
23392 - Gunsmith II	21.39
23393 - Gunsmith III	24.12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.80
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.06
23430 - Heavy Equipment Mechanic	26.53
23440 - Heavy Equipment Operator	19.95
23460 - Instrument Mechanic	24.12
23465 - Laboratory/Shelter Mechanic	22.70
23470 - Laborer	15.64***
23510 - Locksmith	22.70
23530 - Machinery Maintenance Mechanic	27.01
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	15.99***
23591 - Metrology Technician I	24.12
23592 - Metrology Technician II	25.52
23593 - Metrology Technician III	26.89
23640 - Millwright	24.12
23710 - Office Appliance Repairer	19.56
23760 - Painter, Maintenance	17.27
23790 - Pipefitter, Maintenance	23.63
23810 - Plumber, Maintenance	22.24
23820 - Pneudraulic Systems Mechanic	24.12
23850 - Rigger	24.12
23870 - Scale Mechanic	21.39
23890 - Sheet-Metal Worker, Maintenance	21.58
23910 - Small Engine Mechanic	21.25
23931 - Telecommunications Mechanic I	27.03
23932 - Telecommunications Mechanic II	28.58
23950 - Telephone Lineman	22.54
23960 - Welder, Combination, Maintenance	21.09
23965 - Well Driller	24.12
23970 - Woodcraft Worker	24.12
23980 - Woodworker	18.66
24000 - Personal Needs Occupations	
24550 - Case Manager	17.50
24570 - Child Care Attendant	12.99***
24580 - Child Care Center Clerk	16.20***

24610 - Chore Aide	14.10***	
24620 - Family Readiness And Support Services Coordinator		17.50
24630 - Homemaker	17.50	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	25.97	
25040 - Sewage Plant Operator	24.44	
25070 - Stationary Engineer	25.97	
25190 - Ventilation Equipment Tender		18.64
25210 - Water Treatment Plant Operator		24.44
27000 - Protective Service Occupations		
27004 - Alarm Monitor	19.42	
27007 - Baggage Inspector	14.14***	
27008 - Corrections Officer	19.80	
27010 - Court Security Officer	21.00	
27030 - Detection Dog Handler	15.82***	
27040 - Detention Officer	19.80	
27070 - Firefighter	20.62	
27101 - Guard I	14.14***	
27102 - Guard II	15.82***	
27131 - Police Officer I	23.27	
27132 - Police Officer II	25.86	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	14.90***	
28042 - Carnival Equipment Repairer	16.09***	
28043 - Carnival Worker	11.28***	
28210 - Gate Attendant/Gate Tender		16.57***
28310 - Lifeguard	13.79***	
28350 - Park Attendant (Aide)	18.52	
28510 - Recreation Aide/Health Facility Attendant		13.52***
28515 - Recreation Specialist	22.96	
28630 - Sports Official	14.75***	
28690 - Swimming Pool Operator	19.35	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	21.39	
29020 - Hatch Tender	21.39	
29030 - Line Handler	21.39	
29041 - Stevedore I	20.03	
29042 - Stevedore II	22.70	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		34.34
30021 - Archeological Technician I	19.26	
30022 - Archeological Technician II	21.54	
30023 - Archeological Technician III	26.69	
30030 - Cartographic Technician	26.69	

30040 - Civil Engineering Technician	26.22	
30051 - Cryogenic Technician I	29.55	
30052 - Cryogenic Technician II	32.65	
30061 - Drafter/CAD Operator I	19.26	
30062 - Drafter/CAD Operator II	21.54	
30063 - Drafter/CAD Operator III	24.02	
30064 - Drafter/CAD Operator IV	29.55	
30081 - Engineering Technician I	16.36***	
30082 - Engineering Technician II	18.36	
30083 - Engineering Technician III	20.54	
30084 - Engineering Technician IV	25.44	
30085 - Engineering Technician V	31.13	
30086 - Engineering Technician VI	37.64	
30090 - Environmental Technician	22.40	
30095 - Evidence Control Specialist	26.69	
30210 - Laboratory Technician	26.38	
30221 - Latent Fingerprint Technician I	25.22	
30222 - Latent Fingerprint Technician II	27.86	
30240 - Mathematical Technician	26.69	
30361 - Paralegal/Legal Assistant I	20.58	
30362 - Paralegal/Legal Assistant II	25.50	
30363 - Paralegal/Legal Assistant III	31.19	
30364 - Paralegal/Legal Assistant IV	37.74	
30375 - Petroleum Supply Specialist	32.65	
30390 - Photo-Optics Technician	26.69	
30395 - Radiation Control Technician	32.65	
30461 - Technical Writer I	26.69	
30462 - Technical Writer II	32.65	
30463 - Technical Writer III	39.49	
30491 - Unexploded Ordnance (UXO) Technician I		28.73
30492 - Unexploded Ordnance (UXO) Technician II		34.76
30493 - Unexploded Ordnance (UXO) Technician III		41.67
30494 - Unexploded (UXO) Safety Escort		28.73
30495 - Unexploded (UXO) Sweep Personnel		28.73
30501 - Weather Forecaster I	29.55	
30502 - Weather Forecaster II	35.95	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.02
30621 - Weather Observer, Senior	(see 2)	26.69
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	34.76	
31020 - Bus Aide	12.41***	
31030 - Bus Driver	17.30	
31043 - Driver Courier	17.15***	
31260 - Parking and Lot Attendant	12.99***	
31290 - Shuttle Bus Driver	15.96***	
31310 - Taxi Driver	12.75***	

31361 - Truckdriver, Light	18.52
31362 - Truckdriver, Medium	19.89
31363 - Truckdriver, Heavy	21.27
31364 - Truckdriver, Tractor-Trailer	21.27
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	12.69***
99050 - Desk Clerk	13.24***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	14.41***
99252 - Laboratory Animal Caretaker II	15.56***
99260 - Marketing Analyst	27.27
99310 - Mortician	28.73
99410 - Pest Controller	19.36
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	21.28
99711 - Recycling Specialist	25.64
99730 - Refuse Collector	19.40
99810 - Sales Clerk	13.60***
99820 - School Crossing Guard	14.84***
99830 - Survey Party Chief	23.97
99831 - Surveying Aide	13.03***
99832 - Surveying Technician	21.80
99840 - Vending Machine Attendant	17.26
99841 - Vending Machine Repairer	20.80
99842 - Vending Machine Repairer Helper	17.26

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 7 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job

families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization,

modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard**

Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."