

THIS IS A COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL SERVICES PREPARED IN ACCORDANCE WITH THE FORMAT IN FAR SUBPART 12.6, AS SUPPLEMENTED WITH ADDITIONAL INFORMATION INCLUDED IN THIS NOTICE. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTES ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED.

This synopsis/solicitation **NC-NM6100-23-01406** constitutes a Request for Quotation (RFQ) and incorporates provisions and clauses in effect through Federal Acquisition Circular 2023-05.

The National Oceanic Atmospheric Administration (NOAA), National Ocean Service (NOS), Channel Islands National Marine Sanctuary (SBNMS), Santa Barbara CA has a requirement for Main Engine Replacement services for the NOAA Research Vessel Shearwater (R6201).

CLIN	Description	Qty	Unit	Unit Price	Total Price
0001	<p>Main Engine (provided by Government) Replacement services for the NOAA Research Vessel Shearwater (R6201) in accordance with attached Statement of Work with detailed specifications.</p> <p>Period of Performance: One Year from Date of Award</p> <p>****PLEASE PROVIDE A BREAK OUT OF COSTS SEPARATELY FOR ANY MATERIALS, SUPPLIES, LABOR ANTICIPATED FOR THIS PROJECT****</p>	1	LS	\$	\$

Purchase Order Type/Evaluation

The Government will award a firm fixed price purchase order based on Lowest Price/Technically Acceptable (LPTA). Quote shall include all costs associated with each CLIN unless otherwise indicated on the vendor’s quote.

This RFQ is 100% set aside for small businesses. The associated NAICS code is 336611 Ship Building and Repairing, with a Size Standard of 1300 employees.

Offeror Instructions

Each offeror must provide the following information with the quote:

1. The Request for Quote (RFQ) number;
2. The Name, Address, Telephone Number, and Unique Entity Identifier Number of the Offeror;
3. Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFQ. Quotes that reject the terms and conditions of the RFQ may be excluded from consideration;
4. Acknowledgment of Solicitation Amendments (SF-30), if any; and
5. Completed Past Performance Reference form (Atch 1).

Contractors who do not respond to items 1 through 5 may be considered non-compliant with the requirements of the solicitation and no further consideration shall be given for award.

Site Visit

Offerors are strongly encouraged to conduct a site visit to satisfy themselves as to all general and local conditions that may affect the cost of the labor and material costs of the purchase order, to the extent such information is reasonably obtainable. In no event will a failure to inspect the vessel constitute grounds for any claim or cost increase after award of the purchase order. **The address for the site visit is Ocean Science Education Bldg 514, Santa Barbara, CA 93106, ATTN Todd Jacobs or Rebecca Young, 805-699-5422. Site Visits shall be scheduled and completed no later than September 8, 2023.**

Questions

All questions must be submitted in writing to Robin.Souza@noaa.gov by **2:00 PM Eastern Daylight Time (EDT) on September 5, 2023**. *Telephone inquiries will not be honored.*

Quotation Submission Response

Quotes in response to this solicitation shall be submitted electronically via email by 2:00 PM EDT, on September 8, 2023 to the following Government representative(s):

Robin Souza, Contract Specialist

Robin.Souza@noaa.gov

757-241-5359

It is the Offeror's responsibility to ensure that any submission transmitted to the specified Government representative(s) is received prior to the due date specified herein.

Offerors are highly encouraged to contact the Government representative(s) specified above prior to the solicitation's stated time and date for receipt of offers to ensure the Government has received the submission. Offers received after the date and time specified in this solicitation may be excluded from consideration.

The anticipated award date is on or about September 12, 2023

Contractors are encouraged to register with the Contract Opportunities Vendor Notification Service as well as the Interested Vendors List for this acquisition (see applicable tab within Contract Opportunities where this synopsis/solicitation is posted). Offerors must be registered in the SAM database to be considered for award. Registration is free and can be completed on-line at <http://www.sam.gov/>.

** Please note: Upon purchase order award and before any service begins, the purchase order issued requires the Contractor to provide evidence meeting the NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy in accordance with the NOAA Acquisition Manual (NAM) Contract Clause 1330-52.222-70.**

Statement of Work – Main Engine Replacement Services
NOAA Research Vessel SHEARWATER
Requisition Number: NC-NM6100-23-01406

A] GENERAL INFORMATION:

1] This Statement of Work contains the requirements for main engine replacement services on the NOAA Research Vessel *Shearwater* (R6201).

2] The general characteristics of the vessel are as follows:

Length: 62 feet	Beam: 24 feet
Draft: 6 feet	Displacement: 41.3 tons

3] All work is to be accomplished at the Contractor's facility. NOAA will deliver the vessel to the Contractor's facility, and redelivery will also be at the Contractor's facility. The required performance period for all work defined herein is: Date of Award to August 31, 2024

4] Coordination of the work schedules will be the responsibility of the Contractor to avoid any delays or disruptions in order to meet the performance period. The Contractor will provide all facilities, labor, materials, tools, and services required to complete the work UNLESS exceptions are noted in the specified tasks below.

5] Upon arrival at the Contractor's facility the contractor will accept full responsibility for the safety of the vessel, including but not limited to fire protection, security patrols, water-tight integrity, and protection from adverse environmental conditions, etc. This responsibility will terminate only after all work defined herein (or added during the work period) is complete, accepted by NOAA, and NOAA personnel remove the vessel from the Contractor's facility.

6] NOAA employees and contractors may be working on board the vessel during the contract performance period on a not to interfere basis. During this period it will be required that these personnel have full access to the vessel during normal working hours.

7] If the vessel is hauled from the water, the Contractor will ensure that all machinery and equipment used for that purpose is fully functional, suitable for the task, rated for loads at least 20% greater than the maximum weight of the vessel, and operated by trained, competent personnel. The NOAA TPOC will provide a docking plan for the vessel if requested.

8] The Government reserves the right to award some or all tasks defined herein, and to add tasks during the work period so long as period of performance revisions, if any, are mutually agreed.

9] All work performed under this SOW (or added to it during the period of performance) will meet or exceed all current requirements of ABYC and USCG (Subchapter T) as applicable to this size and type of vessel, in addition to any specific requirements stated below.

10] In the event defects or damage unrelated to the work tasks defined below are discovered, the Contractor will submit a Condition Found Report (CFR) to attending NOAA staff. The CFR will define corrective actions needed, the cost for that work (separated into labor, materials, services, and total), and the impact to the performance period.

11] Welding required as part of the tasks defined below (if required) will be performed by certified welders working in accordance with approved weld procedures. Certifications and approvals by USCG, ABS, or another nationally recognized authority are acceptable, and copies of these will be presented to the NOAA representative before work begins. Contractor must demonstrate past performance in working with aluminum high speed catamaran vessels including aluminum welding.

12] A vessel inspection prior to bidding is strongly recommended. Bidders are encouraged to satisfy themselves as to all conditions that may affect project performance or cost. In no event will a failure to adequately inspect the vessel constitute grounds for cost escalation after project award. The address for the site visit is 132A Harbor Way, Santa Barbara, CA 93109. Technical Point of Contact: Todd Jacobs, Deputy Superintendent, (805) 689-8920.

B] SPECIFIC WORK TASKS

1] Lay-days, moorage, and other services

Arrange for and provide required lay-day fees, moorage fees, crane services, and similar support services required to allow the completion of all work defined below with the vessel at or near the contractor's facility.

2] Disassemble vessel

A] Remove all interior furnishings and related items required to clear a path for engine removal. Preserve all items in a protected location, and retain them for reinstallation.

B] Remove the port and stbd deck hatches above the engines in the main and upper decks (4 hatches total). Do not damage or bend the hatch perimeter flanges or frames. Secure the removed hatches in a protected location, and retain them and all fasteners for reinstallation.

3] Remove P&S main engines

A] Disconnect and tag engine support systems where those will be re-used. Where required, temporarily remove and securely store any auxiliary components needed to clear a path for engine replacement, including all engine-driven devices.

B] Remove the port and stbd Detroit Series 60 main diesel engines and the port transmission, and dispose of them in an environmentally safe manner. However, remove and retain the newer starboard transmission and associated hardware for re-use on the new stbd engine.

C] Any payments received by the contractor for scrapping, selling, recycling the two old engines and the one old port transmission will be credited to the government.

4] Remove existing displays, controls, and harnesses

Remove the existing engine displays from the main and flying bridge control stations. Remove the engine control heads from the main, flying bridge, and aft control stations. Tag any wiring that will be re-used. Remove wiring harnesses connecting the existing engines to the control stations where those will be replaced. All materials removed will be disposed of by the contractor in an environmentally safe manner.

5] Clean and revise supporting structures

Thoroughly wipe down and degrease the engine girders and attached transverse structure within 18" of the engine and gear mounting locations. As required, revise the engine support structure to accommodate the new engines (see item 6 below).

6] Receive and prep new engines

A] Receive new machinery provided by the government:

Two (2) each John Deere 6135SFM marine diesel propulsion engines, including;
Heat-exchanger cooled
SAE 1 housings
24-volt starters and alternators
M4 rating, 650BHP @ 2100 RPM
6 Meter Harnesses
Front Engine Mounts
Crank Vent Systems
Cleanable Air Filters

B] Prep for install

Provide and install new and unused vibration mounts for both new engines. If required, fabricate steel hangers to connect the isolators to the engine blocks. All hangers will be painted to match the engines.

7] Install transmissions

A] Provide and install one each port transmission completely rebuilt to manufacturers specifications. Unit will be Twin Disc MG5114A with 2.50:1 reduction ratio. Provide and install, using new and unused parts, all couplings, torsional vibration dampers, oil coolers, and associated equipment required to allow the transmission to operation at full load and capacity.

B] Install the existing stbd transmission removed from the old engine on the new stbd engine. Install all retained associated hardware with the transmission.

8] Supporting systems modifications

A] Remove all existing exhaust piping, hoses, and clamps from the old engines to the mufflers, and dispose all material in an environmentally safe manner. Provide and install new exhaust piping and fittings from the mufflers to the new engines. Adapt or replace all exhaust system support brackets as required in accordance with ABYC and USCG.

B] Adapt existing engine cooling and fuel piping to connect the new engines, and ensure that piping supports are included in accordance with ABYC and USCG. Re-install and/or reconnect all auxiliary components, including engine-driven devices, that were removed to allow engine removal.

C] Clean and repaint the existing hydraulic pumps, and reinstall on the transmissions.

9] Install and align new engines

A] Install the two John Deere propulsion engines provided by the government. Ensure that all existing support systems are adapted to the new machines, and that the engines and support systems will operate to full capacity and with all functionality intended.

B] Align the new engines to the propeller shaft input flanges in accordance with ABYC requirements. Provide final alignment measurements to the GPOC(s) on completion of the alignment process.

10] Provide and install new displays, controls, and harnesses

Provide and install new and un-used engine displays at the main and flying bridge stations. Provide and install new and un-used control heads at the main, flying bridge, and aft control stations. Install new and un-used harnesses, wiring, and controlling devices to connect all displays and control heads to the

new engines and both transmissions. All displays and controls will allow all functions provided in the removed equipment.

11] Reassemble vessel

A] Reinstall all interior furnishings and related items removed to clear a path for engine removal. Degree of fit and finish will equal that prior to removal.

B] Re-install the soft-patches removed when the work began. Use similar sealant at any seams that require it. After installation, test the soft-patches with a ¾" hose stream from above to prove water-tight integrity.

12] Trials

A] Demonstrate at dockside that all systems on and associated with the engine perform within manufacturer specifications, and that no leaks of fluid, exhaust gas, or air are present. Run both engines at idle in neutral for one hour minimum, and for two minutes at maximum RPM in neutral. Test forward, neutral, and reverse shifting at idle a minimum of three times each. Ensure that all auxiliary components and devices temporarily removed to allow engine replacement are fully functional. If any defects are found, they will be corrected prior to underway trials.

B] Demonstrate underway that the engines meet all manufacturer performance criteria at all engine speeds and loads, including maximum RPM at 100% throttle. Test transmission shifting in forward, neutral, and reverse. NOAA staff will operate the vessel underway. Record all engine performance parameters and provide a copy to the GPOC(s). If any defects are found, they will be corrected and retested prior vessel acceptance.

C] IT SECURITY REQUIREMENTS

The Certification and Accreditation (C&A) requirements of 48 CFR 1352.239-73 do not apply, and a Security Accreditation Package is not required. The contractor will not have access to any government owned IT equipment or be furnished government privileged information. However, the contractor will have full access to the vessel and all of its systems.

D] Government Points of Contact (GPOCs)

Todd Jacobs, Deputy Superintendent Admin/Ops
Ocean Science Education Building 514, MC6155
Santa Barbara, CA 93106-6155
todd.jacobs@noaa.gov
Cell: (805) 689-8920

and

Rebecca Young
NOAA ONMS CINMS
UCSB
Ocean Science Education Building 514
Santa Barbara, CA 93106-6155
rebecca.young@noaa.gov
Office: (805)203-6396

CONTRACT CLAUSES

The Following FAR Clauses are Provided in Full Text:

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (JUN 2023)

(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 (NOV 2021) (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 (JUN 2020), with *Alternate I* (NOV 2021) ([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 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

xx (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

__ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

xx (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

xx (9) [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](#)).

__ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

__ (11) [Reserved].

__ (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

__ (13) [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](#)).

__ (14) [Reserved]

xx (15) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-6](#).

__ (16) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-7](#).

__ (17) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (18) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([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 2021) of [52.219-9](#).

__ (19) (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](#).

__ (20) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).

- __ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- xx (23) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2023)([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- __ (24) [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\(m\)](#)).
- __ (25) [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\(m\)](#)).
- __ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (27) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- xx (28) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- __ (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- xx (30) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- xx (31) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- __ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- xx (32) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- xx (33) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- __ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- xx (34) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- xx (36) (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).

__ (37) [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 or commercial services as prescribed in FAR [22.1803](#).)

__ (38) (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.)

xx (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

xx (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (41) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (OCT 2015) of [52.223-13](#).

__ (42) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of [52.223-14](#).

__ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

__ (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (JUN 2014) of [52.223-16](#).

xx (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

xx (46) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

xx (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

__ (48) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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

__ (49) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

__ (ii) Alternate I (OCT 2022) of [52.225-1](#).

__ (50) (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 (JAN 2021) of [52.225-3](#).

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

xx (51) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

xx (52) [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).

__ (53) [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).

__ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

__ (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](#)).

xx (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([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](#)).

__ (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

__ (64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (APR 2003) of [52.247-64](#).

__ (iii) Alternate II (NOV 2021) 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.]

xx (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

xx (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (3) [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](#)).

__ (4) [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](#)).

__ (5) [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](#)).

__ (6) [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](#)).

xx (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

xx (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) [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, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-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 products or commercial services. 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) [52.203-19](#), 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)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [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).

(v) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([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.

(vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(viii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

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

(xii) [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](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiv) (A) [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](#)).

(xv) [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](#)).

(xvi) [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](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) [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).

(xxii) [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](#).

(xxiii) [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](#).

(xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (FEB 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (JUN 2023). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) [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).

(E) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(F) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([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.

(G) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(H) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(I) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(J) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(K) [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](#).

(L) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(M) (I) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

__ (2) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(N) [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](#)).

(O) [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](#)).

(P) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(Q) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(R) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(S) __ (I) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

__ (2) Alternate I (JAN 2017) of [52.224-3](#).

(T) [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).

(U) [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.

(V) [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](#).

(W) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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 **ONE (1) DAY**.

(End of Clause)

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 **FIVE (5) DAYS**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **ONE (1) DAY** 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. **NOT APPLICABLE**
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____. **NOT APPLICABLE**

(End of Clause)

FAR 52.252-2, CLAUSES ARE 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 address: www.acquisition.gov

The following Contract Clauses are Incorporated by Reference:

- FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Jan 2011)
- FAR 52.204-13, System for Award Management Maintenance (OCT 2018)
- FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- FAR 52.212-4, Contract Terms and Conditions, Commercial Products and Commercial Services (DEC 2022)
- FAR 52.223-1, Biobased Product Certification (May 2012)
- FAR 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (Sept. 2013)
- FAR 52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)
- FAR 52.223-5 Pollution Prevention and Right-To-Know Information (May 2011) (Referenced) FAR 52.223-10 Waste Reduction Program (May 2011) (Referenced)
- FAR 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Apr 1984) (Referenced)
- FAR 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013)
- FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

The following CAR clause(s) is/are included in full text:

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)

CAR 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place of acceptance will be:

NOAA, Channel Islands National Marine Sanctuary
Ocean Science Education Building 514, MC6155
Santa Barbara, CA 93106-6155

(End of clause)

CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from one year from the Date of Award.

(End of clause)

The following Commerce Acquisition Regulation (CAR) clauses are Incorporated by Reference:

CAR 1352.201-70 Contracting Officer's Authority (APR 2010)

CAR 1352.208-70 Restrictions on Printing and Duplicating (APR 2010)

CAR 1352.209-73 Compliance with the Laws (APR 2010)

CAR 1352.209-74 Organizational Conflict of Interest (APR 2010) 1352.271-70 Inspection and manner of doing work (APR 2010)

CAR 1352.271-72 Additional Item Requirements (AIR)—growth work (APR 2010)

CAR 1352.271-73 Schedule of work. (APR 2010)
CAR 1352.271-75 Delivery and shifting of the vessel (APR 2010) If work is being performed at contractor's facility.
CAR 1352.271-76 Performance (APR 2010)
CAR 1352.271-77 Delays (APR 2010)
CAR 1352.271-78 Minimization of delay due to Government furnished property (APR 2010)
CAR 1352.271-79 Liability and insurance (APR 2010)
CAR 1352.271-80 Title (APR 2010)
CAR 1352.271-81 Discharge of liens (APR 2010)
CAR 1352.271-83 Government review, comment, acceptance and approval (APR 2010)
CAR 1352.271-84 Access to the vessel (APR 2010)
CAR 1352.271-85 Documentation of requests for equitable adjustment (APR 2010)
CAR 1352.271-86 Lay days (APR 2010)
CAR 1352.271-87 Changes—ship repair (APR 2010)
CAR 1352.271-89 Temporary services (APR 2010)

The following NOAA Acquisition Manual (NAM) clauses are included in full text:

NAM 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 Contracting Officer's Representative (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. i. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed. ii. 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).
4. 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.
 - i. 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: http://www.ago.noaa.gov/quicklinks/harassment_training.html. 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.
 - ii. 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. iii. 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. iv. 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.
5. 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: <http://NOAASASHHelpline.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 Clause)

NAM 1330-52-232-72 NOAA Transition to the Invoice Processing Platform Electronic Invoicing System (Feb 2023)

Beginning October 1, 2023, when NOAA implements the Department of Commerce Business Applications Solution, the Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform (the IPP) System. 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)). All supporting documents required by the Contracting Officer must be included 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)

NAM 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:
- (1) Included in NOAA's locator, and
 - (2) 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 clause)

**NAM 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 judgement and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgement 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 Clause)

NAM 1330.237-72 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.
 - (a) 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 Contracting Officer's Representative (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 with 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 72 hours before access to the NOAA facility is needed.

(End of Clause)

NAM 1330-52.242- 70 INVOICES

- (a) The Contractor shall prepare and submit an invoice to the Government Point of Contact (GPOC) for approval with a copy to the contracting officer for information. All invoices shall be submitted (via electronic copy) by the 10th day of the subsequent month.
- (b) Payment will be based on receipt of a proper invoice and satisfactory contract performance and guidelines in FAR 32.9, Prompt Payment. To constitute a proper invoice, the contractor's invoice shall be prepared in accordance with, and contain all elements specified in FAR 52.212-4(g), "Invoices".
- (c) Original invoices shall be mailed (via electronic copy) to the designated billing office as follows:

Email: Rebecca.Young@noaa.gov

A copy of all invoices shall be emailed to the contract administration office as follows:

NOAA/Eastern Region Acquisition Division
200 Granby St. Ste. 815, Attn: Robin Souza
Norfolk, VA 23510-1811
Email: Robin.Souza@noaa.gov

The designated payment office for this contract is:

NOAA--Finance Office, Bldg. SSMC3
1315 East West Hwy
Silver Spring, MD 20910

- (d) The Contractor will submit invoices to the GPOC stating the hours worked, the task and/or equipment purchases made. A final invoice should be submitted with the final report, and will be paid when the final report and all tasks are reviewed and deemed to be complete by the Agency.
- (e) The Government will return invoices that do not comply with these requirements. If the invoice does not comply with FAR 52.212-4(g), "Invoices", the GPOC will return it to contractor within seven days after the date the designated office received the invoice along with a statement as to the reasons why it is not a proper invoice.

(End of Clause)

NAM 1330-52.243-70 REQUESTS FOR EQUITABLE ADJUSTMENT (OCT 2017)

- (a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

Any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including:

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to:

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

NOAA ACQUISITION AND GRANTS OFFICE OMBUDSMAN (OCT 2022)

(a) The NOAA AGO Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:

1. Allow contractors to better prepare for and propose on business opportunities.
2. Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting.
3. Identify constraints in transparency.

(b) The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties and recommend fair, impartial, and constructive solutions to the matters presented to him/her. Further, the AGO Ombudsman will maintain the reasonable and responsible confidentiality of the source of a concern, when such a request has been formally made by an authorized officer of an organization seeking to do business with, or already doing business with NOAA.

(c) Before consulting with the AGO Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations with the respective contracting officer for resolution. However, direct access to the AGO Ombudsman may be sought when an interested party questions the objectivity or equity of a contracting officer's decision, or when there is a bona fide reason to believe that reasonable, responsible, and objective consideration will not be received from an assigned contracting officer.

(d) There are several constraints to the scope of the AGO Ombudsman's authority, for instance:

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates).
2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.

4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.
5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.
6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.
7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

(e) After review and analysis of a filed concern or recommendation, the AGO Ombudsman may refer the interested party to another more suitable Federal official for consideration. Moreover, concerns, disagreements, and/or recommendations that cannot be resolved by the AGO Ombudsman will need to be pursued through more formal venues.

(f) The AGO Ombudsman is not to be contacted to request copies of forms and/or documents under the purview of a contracting officer. Such documents include Requests for Information, solicitations, amendments, contracts, modifications, or conference materials.

(g) Questions regarding items (a) through (f) within this language shall be directed to ago.ombudsman@noaa.gov.

(End of clause)

1352.271-71 Method of payment and invoicing instructions for ship repair (APR 2010)

(a) The Government will make payment under this contract based on a percentage of completion. The contractor may invoice for the percentage completed for each work item as work progresses. The amount invoiced shall be calculated based on prices stated in the Schedule, as follows: A work item may not be invoiced until the percentage complete reaches 25 percent. Future invoices for that work item have no limitation as to the percentage of completion required before invoicing, but in no event may invoices be submitted more frequently than every 2 weeks, or for amounts less than \$10,000, unless it is the final payment. The minimum percentage of completion (25%) to be reached prior to billing each work item may be waived by the Contracting Officer for large dollar work items on a case-by-case basis.

(b) Invoices submitted by the contractor which are deemed not proper, in accordance with FAR 52.232-25, will be returned. Invoices shall include:

- (1) Name and Address of the contractor;
- (2) DUNS Number;
- (3) Invoice Date;
- (4) Contract Number/Modification Number;
- (5) CLIN/Work Item Number, to include: Description, Quantity, Unit of Measure, Unit Price and Extended Price;
- (6) Shipping and Payment Terms; and,

(7) Contractor Point of Contact, including: Name, Title, Phone Number, and Mailing Address;

(8) The percentage of completion for each CLIN/work item identified;

(9) Name of the Contracting Officer ;

(10) Ship name;

(11) The overall percentage and dollar amount previously billed, currently billed and unbilled.

(c) When invoicing for changed work, the contractor shall identify it as a contract change and shall identify the modification authorizing the change, and the CLIN/Work Item associated with the change.

(d) All items of work invoiced under this contract will be verified and confirmed by the Contracting Officer's Representative as accurate and complete and approved by the designated billing office before payment will be made.

(e) Mail the original invoice to:

[insert]

(f) The contractor's final invoice submitted under the contract must be marked as follows: "THIS INVOICE CONSTITUTES THE FINAL INVOICE—UPON PAYMENT OF THIS INVOICE NO OTHER MONIES ARE DUE UNDER CONTRACT NUMBER _____." (To be assigned at contract award)

(End of clause)

1352.271-88 Guarantees (APR 2010)

(a) In the event any work performed or materials furnished by the contractor under this contract prove defective or deficient within 90 days from the date of redelivery of the vessel, the contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) The Government shall be entitled to rely upon any guarantee secured by the contractor or any sub-contractor covering work done or materials furnished which exceeds the 90 day period until its expiration.

(c) With respect to any individual work item identified and listed as incomplete at the redelivery of the vessel, the guarantee period shall run from the date of completion of such item.

(d) If and when practicable, the Government shall afford the contractor an opportunity to effect such corrections and repairs.

(1) If the Contracting Officer determines it is impracticable or is otherwise not advisable to return the vessel to the contractor, or the contractor fails to proceed promptly with any such repairs as directed by the Contracting Officer, the Contracting Officer may direct that the repairs be performed elsewhere, at the contractor's expense.

(2) Where corrections and repairs are to be made by other than the contractor due to nonreturn of the vessel to the contractor, the contractor's liability may be discharged by an equitable deduction in the price of the contract.

(e) The contractor's liability shall only extend for an additional 90 day guarantee period on those defects or deficiencies which it corrected. However, this clause does not limit the responsibility or relieve the liability of the contractor under the Liability and Insurance clause.

(f) At the Contracting Officer's option, defects and deficiencies may be left in their uncorrected condition. In that event, the contractor and the Contracting Officer shall agree on an equitable deduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract. If a defect or deficiency that exists at the time of redelivery of the vessel was not discovered by a reasonable inspection and is discovered after the expiration of the time frame stated in this clause, it is not subject to the time limitations stated in this clause.

(End of clause)

1352.271-90 Insurance requirements (APR 2010)

(a) The contractor shall procure and thereafter maintain the following insurance:

(1) Ship contractor's legal liability insurance to insure the risks described in paragraph (b) of clause 1352.271-79. This insurance shall be for \$1,000,000.00.

(2) Comprehensive general liability insurance and automobile insurance to insure the risks described in paragraph (c) of clause 1352.271-79. This insurance shall be for \$1,000,000.00 on account of any one accident or occurrence with respect to each vessel, boat, and/or barge upon which work is performed. The contractor shall cause the Government to be named as an additional insured under any and all liability insurance policies.

(3) Full coverage in accordance with the State Worker's Compensation law; and

(4) Full coverage in accordance with the United States Longshoremen's and Harbor Worker's Act.

(b) As evidence that it has obtained the insurance specified in paragraph (a) of this clause, the contractor shall furnish the Contracting Officer with a certificate or certificates executed by an agent of the insurer authorized to execute such certificates. Such certificates shall be furnished prior to commencement of the work. Each certificate shall state that (name of insurer) has insured (name of contractor) awarded contract number _____ for repair/alteration of (name of vessel) in accordance with the Liability and Insurance clause and the Insurance Requirements clause contained herein. Each certificate shall set forth that each policy of insurance represented thereby will expire on (APR 2010) and that each such policy contains the following clause:

"It is agreed that in the event of cancellation or any material change in the policy adversely affecting the interest of the Government in this insurance, 30 days prior written notice will be given to the Contracting Officer."

(End of clause)

The following provision is incorporated by reference:

1352.271-82 Department of Labor occupational safety & health standards for ship repair (APR 2010)

The following solicitation provisions are provided in full text:

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 or 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) *Representation.* 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 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

- (a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *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".

(c)

(1) *Representation*. The Offeror represents that 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 2022)

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*"—

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 concern—

(1) Means a *small business concern*—

(i) Not less than 51 percent of which is owned 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.

(2) Service-disabled veteran 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\(16\)](#).

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 124.1002, 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 \$750,000 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 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) *Service-disabled veteran-owned small business 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 as part of its offer that—

(i) It is, is not a *service-disabled veteran-owned small business concern*; or

(ii) It is, is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#).
[*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]
Each *service-disabled veteran-owned small business concern* participating in the joint venture shall provide representation of its *service-disabled veteran-owned small business concern* status.

(4) *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 124.1002.

(5) *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*.

(6) *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: _____.*]

(7) *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: _____.*]

(8) *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*.

(9) *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: _____

(10) *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 <http://uscode.house.gov/> 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* and that each domestic *end product* listed in paragraph (f)(3) of this provision contains a critical *component*, except those listed in paragraph (f)(2) of this provision, is a domestic *end product*.

(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 "Bahrainian, 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 Bahrainian, 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 Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *End Products*) or *Israeli End Products*:

<i>Line Item No.</i>	<i>Country of Origin</i>

[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:

<i>Line Item No.</i>	<i>Country of Origin</i>	<i>Exceeds 55% domestic content (yes/no)</i>

[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 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The *offeror* certifies that the following *supplies* are Free Trade Agreement country *end products* (other than Bahrainian, Korean, 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 Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian *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)(5)(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 the 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 CFR1.6049-4;

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* e-mail 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* (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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the *Offeror's* own website 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 website(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)

Alternate I (Oct 2014). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the *offeror* has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government Contemplates award of a Firm Fixed Price Contract resulting from this solicitation.

(End of provision)

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): www.Acquisition.gov

(End of provision)

The following solicitation provisions are incorporated by reference:

FAR 52.204-7, System for Award Management (OCT 2018)
FAR 52.204-16, Commercial and Government Entity Code Reporting (AUG 2020)
FAR 52.204-17, Ownership or Control of Offeror (AUG 2020)
FAR 52.209-2, Prohibition on Contracting With Inverted Domestic Corporations – Representation (NOV 2015)
FAR 52.212-1, Instructions to Offerors – Commercial Products and Commercial Services (MAR 2023)
FAR 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—
Representation and Certification (JUN 2020)

CAR 1352.213-70 EVALUATION UTILIZING SIMPLIFIED ACQUISITION PROCEDURES (APR 2010)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is the Lowest Price Technically Acceptable Offer (LPTA). Technically acceptable is defined as the offeror's ability to meet all the requirements/salient characteristics identified in the Statement of Work/Specification and the offeror's demonstrated ability to perform the contract successfully through Past Performance. Only the lowest priced offer will be evaluated for technical acceptability. If the lowest priced offer is found not to be technically acceptable, then the next lowest priced offer will be evaluated. This process will continue until a technically acceptable offer is identified; not all offers will be evaluated. The following factors shall be used to evaluate offers: (1) Technical, (2) Past Performance, and (3) Price

(1) Technical (Pass/Fail)

The government will evaluate the offeror's ability and method/approach to providing all the requirements in the Statement of Work as identified in their technical section/proposal. Technical will be rated as to the extent the offeror can clearly and fully demonstrate that it has a thorough understanding of the requirements and can successfully provide the requirements. Offerors that cannot specifically address their ability and method/approach to providing all the requirements in the Statement of Work or that do not submit a Technical Section with their offer may be rejected without further consideration.

(2) Past Performance (Pass/Fail)

The Government will evaluate an offeror's past performance to determine the degree to which current and previous contract efforts indicate the probability of the offeror successfully accomplishing/performing the requirements of the Statement of Work. The currency and relevancy of the information, source of the information, context of the data, and general trends in contractor's performance will be considered.

Past performance information received from the offeror shall be within the past 3 years or ongoing and be relevant to this requirement (i.e. the same or similar requirements.) Only relevant past performance will be evaluated.

(3) Price (Only the lowest priced technically acceptable offer will be evaluated on Price)

The Government will evaluate price for reasonableness and award a contract to the offeror with the lowest priced technically acceptable offer. Offerors are required to provide a unit price for all items. A zero dollar figure (\$0.00) unit price means the Offeror will provide the service or supply at no charge to the Government. Unit price left blank or annotated with something other than a dollar figure will be considered unacceptable and the Government has discretion whether to reject the offer without any further consideration.

(End of Provision)

CAR 1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to Robin.Souza@noaa.gov. Questions should be received no later than September 5, 2023. 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 Provision)

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:
U.S. Department of Commerce
National Oceanic & Atmospheric Administration
Eastern Acquisition Division
200 Granby Street, Suite 865
Norfolk, VA 23510
ATTN: Kelly Parr, Contracting Officer
- (c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:
National Oceanic & Atmospheric Administration
Eastern Acquisition Division
ATTN: Dawn Dabney, NOAA Simplified Acquisition Branch Chief
200 Granby Street, Suite 815
Norfolk, VA 23510
- (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 Provision)

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 Provision)

(END OF SOLICITATION AND CONTRACT LANGUAGE)

"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

Daniel W. Simms | Division of | Wage Determination No.: 2015-5647
 Director | Wage Determinations | Revision No.: 19
 Date Of Last Revision: 07/25/2023

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 after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

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: California

Area: California County of Santa Barbara

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.47
01012 - Accounting Clerk II		21.87
01013 - Accounting Clerk III		24.45
01020 - Administrative Assistant		36.90
01035 - Court Reporter		28.24
01041 - Customer Service Representative I		16.11***
01042 - Customer Service Representative II		17.58
01043 - Customer Service Representative III		19.74
01051 - Data Entry Operator I		16.96
01052 - Data Entry Operator II		18.50
01060 - Dispatcher, Motor Vehicle		22.42
01070 - Document Preparation Clerk		17.42
01090 - Duplicating Machine Operator		17.42
01111 - General Clerk I		17.15
01112 - General Clerk II		18.71
01113 - General Clerk III		21.00
01120 - Housing Referral Assistant		24.83
01141 - Messenger Courier		17.13
01191 - Order Clerk I		17.97
01192 - Order Clerk II		19.61
01261 - Personnel Assistant (Employment) I		18.98
01262 - Personnel Assistant (Employment) II		21.22
01263 - Personnel Assistant (Employment) III		23.66
01270 - Production Control Clerk		29.54
01290 - Rental Clerk		17.67
01300 - Scheduler, Maintenance		20.33
01311 - Secretary I		20.33
01312 - Secretary II		22.73
01313 - Secretary III		25.34
01320 - Service Order Dispatcher		20.04
01410 - Supply Technician		36.90
01420 - Survey Worker		23.20
01460 - Switchboard Operator/Receptionist		17.72
01531 - Travel Clerk I		17.92
01532 - Travel Clerk II		18.61
01533 - Travel Clerk III		20.01
01611 - Word Processor I		21.32
01612 - Word Processor II		23.95
01613 - Word Processor III		26.78
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		28.95
05010 - Automotive Electrician		26.90
05040 - Automotive Glass Installer		25.76
05070 - Automotive Worker		25.76
05110 - Mobile Equipment Servicer		23.13
05130 - Motor Equipment Metal Mechanic		27.96
05160 - Motor Equipment Metal Worker		25.76
05190 - Motor Vehicle Mechanic		27.96
05220 - Motor Vehicle Mechanic Helper		21.22
05250 - Motor Vehicle Upholstery Worker		24.51

05280 - Motor Vehicle Wrecker	25.76
05310 - Painter, Automotive	26.90
05340 - Radiator Repair Specialist	25.76
05370 - Tire Repairer	17.62
05400 - Transmission Repair Specialist	27.96
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.59
07041 - Cook I	19.81
07042 - Cook II	22.05
07070 - Dishwasher	16.12***
07130 - Food Service Worker	16.15***
07210 - Meat Cutter	18.25
07260 - Waiter/Waitress	14.95***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.41
09040 - Furniture Handler	16.44
09080 - Furniture Refinisher	25.41
09090 - Furniture Refinisher Helper	20.05
09110 - Furniture Repairer, Minor	23.14
09130 - Upholsterer	25.41
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.13***
11060 - Elevator Operator	17.22
11090 - Gardener	24.18
11122 - Housekeeping Aide	17.22
11150 - Janitor	17.22
11210 - Laborer, Grounds Maintenance	18.20
11240 - Maid or Houseman	16.35
11260 - Pruner	16.30
11270 - Tractor Operator	22.20
11330 - Trail Maintenance Worker	18.20
11360 - Window Cleaner	18.77
12000 - Health Occupations	
12010 - Ambulance Driver	20.90
12011 - Breath Alcohol Technician	27.61
12012 - Certified Occupational Therapist Assistant	37.89
12015 - Certified Physical Therapist Assistant	38.24
12020 - Dental Assistant	25.36
12025 - Dental Hygienist	62.24
12030 - EKG Technician	35.18
12035 - Electroneurodiagnostic Technologist	35.18
12040 - Emergency Medical Technician	20.90
12071 - Licensed Practical Nurse I	24.69
12072 - Licensed Practical Nurse II	27.61
12073 - Licensed Practical Nurse III	30.78
12100 - Medical Assistant	20.24
12130 - Medical Laboratory Technician	29.91
12160 - Medical Record Clerk	23.11
12190 - Medical Record Technician	25.84
12195 - Medical Transcriptionist	20.98
12210 - Nuclear Medicine Technologist	60.69
12221 - Nursing Assistant I	13.75***
12222 - Nursing Assistant II	15.46***
12223 - Nursing Assistant III	16.86
12224 - Nursing Assistant IV	18.94
12235 - Optical Dispenser	24.22
12236 - Optical Technician	24.69
12250 - Pharmacy Technician	23.56
12280 - Phlebotomist	26.01
12305 - Radiologic Technologist	48.81
12311 - Registered Nurse I	29.87
12312 - Registered Nurse II	36.54
12313 - Registered Nurse II, Specialist	36.54
12314 - Registered Nurse III	44.20
12315 - Registered Nurse III, Anesthetist	44.20
12316 - Registered Nurse IV	52.99
12317 - Scheduler (Drug and Alcohol Testing)	34.22
12320 - Substance Abuse Treatment Counselor	24.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.21
13012 - Exhibits Specialist II	33.71
13013 - Exhibits Specialist III	41.24
13041 - Illustrator I	27.62
13042 - Illustrator II	34.21
13043 - Illustrator III	41.85
13047 - Librarian	37.89
13050 - Library Aide/Clerk	18.76
13054 - Library Information Technology Systems Administrator	34.21
13058 - Library Technician	24.36
13061 - Media Specialist I	24.70
13062 - Media Specialist II	27.62
13063 - Media Specialist III	30.78
13071 - Photographer I	24.32
13072 - Photographer II	27.21
13073 - Photographer III	33.71
13074 - Photographer IV	41.24
13075 - Photographer V	46.06
13090 - Technical Order Library Clerk	23.01
13110 - Video Teleconference Technician	26.63
14000 - Information Technology Occupations	
14041 - Computer Operator I	24.01
14042 - Computer Operator II	26.85
14043 - Computer Operator III	29.93
14044 - Computer Operator IV	33.27
14045 - Computer Operator V	36.84
14071 - Computer Programmer I	(see 1)
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		24.01
14160 - Personal Computer Support Technician		33.27
14170 - System Support Specialist		37.99
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.62
15020 - Aircrew Training Devices Instructor (Rated)		46.73
15030 - Air Crew Training Devices Instructor (Pilot)		56.00
15050 - Computer Based Training Specialist / Instructor		37.43
15060 - Educational Technologist		37.78
15070 - Flight Instructor (Pilot)		56.00
15080 - Graphic Artist		30.23
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		56.00
15086 - Maintenance Test Pilot, Rotary Wing		56.00
15088 - Non-Maintenance Test/Co-Pilot		56.00
15090 - Technical Instructor		27.29
15095 - Technical Instructor/Course Developer		33.37
15110 - Test Proctor		22.02
15120 - Tutor		22.02
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		17.25
16030 - Counter Attendant		17.25
16040 - Dry Cleaner		19.71
16070 - Finisher, Flatwork, Machine		17.25
16090 - Presser, Hand		17.25
16110 - Presser, Machine, Drycleaning		17.25
16130 - Presser, Machine, Shirts		17.25
16160 - Presser, Machine, Wearing Apparel, Laundry		17.25
16190 - Sewing Machine Operator		20.53
16220 - Tailor		21.35
16250 - Washer, Machine		18.07
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		29.27
19040 - Tool And Die Maker		34.05
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.36
21030 - Material Coordinator		29.54
21040 - Material Expediter		29.54
21050 - Material Handling Laborer		18.03
21071 - Order Filler		16.70
21080 - Production Line Worker (Food Processing)		18.36
21110 - Shipping Packer		18.63
21130 - Shipping/Receiving Clerk		18.63
21140 - Store Worker I		16.43
21150 - Stock Clerk		20.87
21210 - Tools And Parts Attendant		18.36
21410 - Warehouse Specialist		18.36
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		34.12
23019 - Aircraft Logs and Records Technician		28.80
23021 - Aircraft Mechanic I		32.76
23022 - Aircraft Mechanic II		34.12
23023 - Aircraft Mechanic III		35.35
23040 - Aircraft Mechanic Helper		24.94
23050 - Aircraft, Painter		31.49
23060 - Aircraft Servicer		28.80
23070 - Aircraft Survival Flight Equipment Technician		31.49
23080 - Aircraft Worker		30.13
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		30.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		32.76
23110 - Appliance Mechanic		29.27
23120 - Bicycle Repairer		24.83
23125 - Cable Splicer		30.61
23130 - Carpenter, Maintenance		31.91
23140 - Carpet Layer		25.13
23160 - Electrician, Maintenance		33.64
23181 - Electronics Technician Maintenance I		32.27
23182 - Electronics Technician Maintenance II		33.71
23183 - Electronics Technician Maintenance III		35.04
23260 - Fabric Worker		26.67
23290 - Fire Alarm System Mechanic		28.57
23310 - Fire Extinguisher Repairer		25.18
23311 - Fuel Distribution System Mechanic		32.78
23312 - Fuel Distribution System Operator		27.05
23370 - General Maintenance Worker		22.56
23380 - Ground Support Equipment Mechanic		32.76
23381 - Ground Support Equipment Servicer		28.80
23382 - Ground Support Equipment Worker		30.13
23391 - Gunsmith I		25.18
23392 - Gunsmith II		28.02
23393 - Gunsmith III		30.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic		29.81
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		31.07
23430 - Heavy Equipment Mechanic		32.31
23440 - Heavy Equipment Operator		34.15
23460 - Instrument Mechanic		33.02
23465 - Laboratory/Shelter Mechanic		29.27
23470 - Laborer		18.03
23510 - Locksmith		26.26
23530 - Machinery Maintenance Mechanic		32.40

23550 - Machinist, Maintenance	24.24
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	33.02
23592 - Metrology Technician II	34.43
23593 - Metrology Technician III	35.64
23640 - Millwright	30.43
23710 - Office Appliance Repairer	24.47
23760 - Painter, Maintenance	23.17
23790 - Pipefitter, Maintenance	32.84
23810 - Plumber, Maintenance	31.60
23820 - Pneudraulic Systems Mechanic	30.43
23850 - Rigger	30.43
23870 - Scale Mechanic	28.02
23890 - Sheet-Metal Worker, Maintenance	30.37
23910 - Small Engine Mechanic	27.19
23931 - Telecommunications Mechanic I	30.35
23932 - Telecommunications Mechanic II	31.64
23950 - Telephone Lineman	30.43
23960 - Welder, Combination, Maintenance	24.49
23965 - Well Driller	30.43
23970 - Woodcraft Worker	30.43
23980 - Woodworker	25.18
24000 - Personal Needs Occupations	
24550 - Case Manager	22.57
24570 - Child Care Attendant	16.90
24580 - Child Care Center Clerk	21.07
24610 - Chore Aide	14.50***
24620 - Family Readiness And Support Services Coordinator	22.57
24630 - Homemaker	22.57
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.02
25040 - Sewage Plant Operator	35.90
25070 - Stationary Engineer	30.02
25190 - Ventilation Equipment Tender	22.79
25210 - Water Treatment Plant Operator	35.90
27000 - Protective Service Occupations	
27004 - Alarm Monitor	34.16
27007 - Baggage Inspector	16.80
27008 - Corrections Officer	41.15
27010 - Court Security Officer	45.12
27030 - Detection Dog Handler	18.79
27040 - Detention Officer	41.15
27070 - Firefighter	44.53
27101 - Guard I	16.80
27102 - Guard II	18.79
27131 - Police Officer I	47.03
27132 - Police Officer II	52.27
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	20.84
28042 - Carnival Equipment Repairer	22.71
28043 - Carnival Worker	15.68***
28210 - Gate Attendant/Gate Tender	19.69
28310 - Lifeguard	16.15***
28350 - Park Attendant (Aide)	22.02
28510 - Recreation Aide/Health Facility Attendant	16.07***
28515 - Recreation Specialist	27.29
28630 - Sports Official	17.53
28690 - Swimming Pool Operator	25.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.87
29020 - Hatch Tender	30.87
29030 - Line Handler	30.87
29041 - Stevedore I	29.37
29042 - Stevedore II	32.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	49.86
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	34.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	37.86
30021 - Archeological Technician I	21.49
30022 - Archeological Technician II	24.05
30023 - Archeological Technician III	29.78
30030 - Cartographic Technician	29.78
30040 - Civil Engineering Technician	36.83
30051 - Cryogenic Technician I	32.98
30052 - Cryogenic Technician II	36.42
30061 - Drafter/CAD Operator I	21.49
30062 - Drafter/CAD Operator II	24.05
30063 - Drafter/CAD Operator III	26.80
30064 - Drafter/CAD Operator IV	32.98
30081 - Engineering Technician I	19.03
30082 - Engineering Technician II	21.36
30083 - Engineering Technician III	23.90
30084 - Engineering Technician IV	29.71
30085 - Engineering Technician V	36.22
30086 - Engineering Technician VI	43.81
30090 - Environmental Technician	30.42
30095 - Evidence Control Specialist	29.78
30210 - Laboratory Technician	25.43
30221 - Latent Fingerprint Technician I	32.98
30222 - Latent Fingerprint Technician II	36.42
30240 - Mathematical Technician	29.78
30361 - Paralegal/Legal Assistant I	24.34
30362 - Paralegal/Legal Assistant II	30.16
30363 - Paralegal/Legal Assistant III	36.88
30364 - Paralegal/Legal Assistant IV	44.62
30375 - Petroleum Supply Specialist	36.42
30390 - Photo-Optics Technician	29.78

30395 - Radiation Control Technician	36.42
30461 - Technical Writer I	31.53
30462 - Technical Writer II	38.68
30463 - Technical Writer III	46.80
30491 - Unexploded Ordnance (UXO) Technician I	31.69
30492 - Unexploded Ordnance (UXO) Technician II	38.34
30493 - Unexploded Ordnance (UXO) Technician III	45.95
30494 - Unexploded (UXO) Safety Escort	31.69
30495 - Unexploded (UXO) Sweep Personnel	31.69
30501 - Weather Forecaster I	32.98
30502 - Weather Forecaster II	40.12
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 26.80
30621 - Weather Observer, Senior	(see 2) 29.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	38.34
31020 - Bus Aide	19.33
31030 - Bus Driver	27.49
31043 - Driver Courier	19.85
31260 - Parking and Lot Attendant	15.22***
31290 - Shuttle Bus Driver	19.13
31310 - Taxi Driver	15.84***
31361 - Truckdriver, Light	21.63
31362 - Truckdriver, Medium	22.91
31363 - Truckdriver, Heavy	23.67
31364 - Truckdriver, Tractor-Trailer	23.67
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.69
99030 - Cashier	15.88***
99050 - Desk Clerk	16.26
99095 - Embalmer	29.24
99130 - Flight Follower	31.69
99251 - Laboratory Animal Caretaker I	18.55
99252 - Laboratory Animal Caretaker II	20.21
99260 - Marketing Analyst	35.31
99310 - Mortician	29.24
99410 - Pest Controller	21.87
99510 - Photofinishing Worker	16.65
99710 - Recycling Laborer	32.46
99711 - Recycling Specialist	38.12
99730 - Refuse Collector	28.89
99810 - Sales Clerk	16.10***
99820 - School Crossing Guard	18.00
99830 - Survey Party Chief	41.42
99831 - Surveying Aide	27.27
99832 - Surveying Technician	37.42
99840 - Vending Machine Attendant	22.93
99841 - Vending Machine Repairer	27.80
99842 - Vending Machine Repairer Helper	22.93

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 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.

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: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 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 5 years, and 4 weeks after 15 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 twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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))."