

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
 NF-FM7720-23-00953

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2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER  
 1333MF23QNFFM0018

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME  
 SUSAN FAUX  
 SUSAN.FAUX@NOAA.GOV

b. TELEPHONE NUMBER (No collect calls)  
 508-495-2205

8. OFFER DUE DATE/ LOCAL TIME  
 APR 04, 2023  
 11:00 AM ET

9. ISSUED BY  
 NMFS/NE FISHER SCI  
 CTR/F/NECX2,PRCH OFF  
 166 WATER ST  
 WOODS HOLE MA 02543

CODE FM702073

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561730  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8 (A)  
 SIZE STANDARD: \$9.5M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO See Schedule  
 CODE

16. ADMINISTERED BY  
 CODE

17a. CONTRACTOR/ OFFEROR.  
 CODE FACILITY CODE  
 TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY  
 CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA  
 See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER  
 DATED \_\_\_\_\_ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     
 INSPECTED     
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PARTIAL</td> <td style="width: 50%; padding: 2px;">FINAL</td> </tr> </table>	PARTIAL	FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
PARTIAL	FINAL					

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT <i>(Location)</i>
41c. DATE	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SERVICES-NON-PERSONAL: FURNISH ALL PLANT, LABOR, SUPERVISION, EQUIPMENT, MATERIALS AND TRANSPORTATION NECESSARY TO SUCCESSFULLY COMPLETE THE IDENTIFIED SERVICES IN ACCORDANCE WITH THE INCORPORATED STATEMENT OF WORK.</p> <p>DEPARTMENT OF LABOR WAGE DETERMINATIONS APPLY TO THIS REQUIREMENT.</p> <p>BASE YEAR: Contractor shall provide ground maintenance and landscaping services for the buildings at the NOAA/NEFSC property located at 166 Water Street in Woods Hole, MA, per the SOW.</p> <p>Service dates: 5/1/2023 - 10/31/2023</p> <p>DELIVERY DATE: 05/01/2023</p> <p>SHIP TO:            NE FISHERIES SCIENCE CTR            166 WATER STREET            /F/NEC            WOODS HOLE MA 02543-1026</p> <p>FOB : Destination            Period of Performance: 05/01/2023 to 03/31/2024</p>	7.00	MO	_____	_____
0002	<p>SERVICES-NON-PERSONAL: FURNISH ALL PLANT, LABOR, SUPERVISION, EQUIPMENT, MATERIALS AND TRANSPORTATION NECESSARY TO SUCCESSFULLY COMPLETE THE IDENTIFIED SERVICES IN ACCORDANCE WITH THE INCORPORATED STATEMENT OF WORK.</p> <p>DEPARTMENT OF LABOR WAGE DETERMINATIONS APPLY TO THIS REQUIREMENT.</p> <p>OPTION YEAR : Contractor shall provide ground maintenance and landscaping services for the buildings at the NOAA/NEFSC property located at 166 Water Street in Woods Hole, MA, per the SOW.</p> <p>Service dates: 4/1/2024 - 10/31/2024</p> <p>DELIVERY DATE: 04/01/2023</p> <p>SHIP TO:            NE FISHERIES SCIENCE CTR            166 WATER STREET            /F/NEC            WOODS HOLE MA 02543-1026</p> <p>FOB : Destination            Period of Performance: 04/01/2024 to 03/31/2025</p>	7.00	MO	_____	_____ OPT
0003	<p>SERVICES-NON-PERSONAL: FURNISH ALL PLANT, LABOR, SUPERVISION, EQUIPMENT, MATERIALS AND TRANSPORTATION NECESSARY TO SUCCESSFULLY COMPLETE THE IDENTIFIED SERVICES IN ACCORDANCE WITH THE INCORPORATED STATEMENT OF WORK.</p> <p>DEPARTMENT OF LABOR WAGE DETERMINATIONS APPLY TO THIS REQUIREMENT.</p> <p>OPTION YEAR 2: Contractor shall provide ground maintenance and landscaping services for the buildings at the NOAA/NEFSC property located at 166 Water Street in Woods Hole, MA, per the SOW.</p> <p>Service dates: 4/1/2025 - 10/31/2025</p>	7.00	MO	_____	_____ OPT

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>DELIVERY DATE: 04/01/2025  SHIP TO:  NE FISHERIES SCIENCE CTR  166 WATER STREET  /F/NEC  WOODS HOLE MA 02543-1026  FOB : Destination  Period of Performance: 04/01/2025 to 03/31/2026</p> <p>SERVICES-NON-PERSONAL: FURNISH ALL PLANT, LABOR, SUPERVISION, EQUIPMENT, MATERIALS AND TRANSPORTATION NECESSARY TO SUCCESSFULLY COMPLETE THE IDENTIFIED SERVICES IN ACCORDANCE WITH THE INCORPORATED STATEMENT OF WORK.</p> <p>DEPARTMENT OF LABOR WAGE DETERMINATIONS APPLY TO THIS REQUIREMENT.</p> <p>OPTION YEAR 3: Contractor shall provide ground maintenance and landscaping services for the buildings at the NOAA/NEFSC property located at 166 Water Street in Woods Hole, MA, per the SOW.</p> <p>Service dates: 4/1/2026 - 10/31/2026</p> <p>DELIVERY DATE: 04/01/2023  SHIP TO:  NE FISHERIES SCIENCE CTR  166 WATER STREET  /F/NEC  WOODS HOLE MA 02543-1026  FOB : Destination  Period of Performance: 04/01/2026 to 03/31/2027</p> <p>SERVICES-NON-PERSONAL: FURNISH ALL PLANT, LABOR, SUPERVISION, EQUIPMENT, MATERIALS AND TRANSPORTATION NECESSARY TO SUCCESSFULLY COMPLETE THE IDENTIFIED SERVICES IN ACCORDANCE WITH THE INCORPORATED STATEMENT OF WORK.</p> <p>DEPARTMENT OF LABOR WAGE DETERMINATIONS APPLY TO THIS REQUIREMENT.</p>	7.00	MO	_____	_____ OPT
0005	<p>OPTION YEAR 4: Contractor shall provide ground maintenance and landscaping services for the buildings at the NOAA/NEFSC property located at 166 Water Street in Woods Hole, MA, per the SOW.</p> <p>Service dates: 4/1/2027 - 10/31/2027</p> <p>DELIVERY DATE: 04/01/2027  SHIP TO:  NE FISHERIES SCIENCE CTR  166 WATER STREET  /F/NEC  WOODS HOLE MA 02543-1026  FOB : Destination  Period of Performance: 04/01/2027 to 03/31/2028</p>	7.00	MO	_____	_____ OPT

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CLAUSES

STATEMENT OF WORK (SOW) FOR  
GROUND MAINTENANCE SERVICES FOR NORTHEAST  
FISHERIES SCIENCE CENTER, WOODS HOLE, MASSACHUSETTS  
NF-FM7720-23-00953

1.0 Background. The National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS), Northeast Fisheries Science Center (NEFSC), is located at 166 Water Street, Woods Hole Massachusetts 02543-1026. The Northeast Fisheries Science Center is the research arm of NOAA Fisheries in the region. The Center plans, develops, and manages a multidisciplinary program of basic and applied research.

2.0 General Requirements

2.1 Scope of Work. Non-Personal Service. Contractor shall provide all plant, trained labor, equipment, materials, supervision, transportation, permits, insurance, and quality control necessary to provide ground maintenance for the NMFS/NEFSC Woods Hole Massachusetts properties, herein known as the “Work”. (Please see 10.2 for Specific Tasks required). Contractor shall be fully knowledgeable of all contract requirements and shall make themselves aware of job site conditions that will affect performance under the contract. Contractor shall at all times provide adequate supervision of employees ensuring Work is accomplished in accordance with the terms and conditions of the contract in a manner that will promote and maintain healthy grass, shrubs and plants in a safe, satisfactory condition (clean, neat and professional).

2.1.1 Place of Performance. The NMFS/NEFSC 166 Water Street, Woods Hole Massachusetts 02543-1026. Areas to be maintained under this performance include the **Main Laboratory Building #166**, the **Aquarium Building #16**, the **Cottage Building #22**, and all Parking Lots and Access Roads. Refer to “*Site and Performance Location*”, *Appendix B which also includes landscape area measurements.*

2.1.2 Period of Performance. Performance is for one (1) base year and four (4) option years.

	Period of Performance	Service Period
CLIN 0001 – Base Year	May 1, 2023 – March 31, 2024	May 1, 2023 – October 31, 2023
CLIN 0002 – Option Year 1	April 1, 2024 – March 31, 2025	April 1, 2024 – October 31, 2024
CLIN 0003 – Option Year 2	April 1, 2025 – March 31, 2026	April 1, 2025 – October 31, 2025
CLIN 0004 – Option Year 3	April 1, 2026 – March 31, 2027	April 1, 2026 – October 31, 2026
CLIN 0005 – Option Year 4	April 1, 2027 – March 31, 2028	April 1, 2027 - October 31, 2027

2.1.3 Hours of Operation. Contractor shall perform the Work between the hours of 7:00AM – 3:00PM Eastern Standard Time (EST) Monday through Friday, with the exception of recognized United States (U.S) Federal Holidays, or when the Government facility/installation is closed due to local or national emergencies, adverse weather, administrative closings, or similar Government directed facility/installation closings. The Federal Holiday home page can be found at [www.opm.gov/fedhol](http://www.opm.gov/fedhol).

2.1.3.1 Contracting Officer's Representative (TPOC) will notify the Contractor of Government facility/installation closures on an event-by-event basis. Contractor shall maintain an adequate work force for the uninterrupted performance of all tasks defined within this SOW when the Government facility/installation is not closed for the above reasons.

2.1.4 Contractor shall accomplish all Work in accordance with all interstate, federal, state, and local laws and regulations utilizing the latest technology, products, equipment, industry practices, and specifications in order to achieve the quality and performance standards required.

2.1.4.1 Written and verbal communications concerning this contract shall be conducted between the Contractor and the authorized government team (Contracting Officer's Representative, Contracting Specialist, and Contracting Officer) only.

2.1.4.2 Contractor shall handle corrective action(s) without dependence upon Government direction. Contractor shall resolve all discrepancies noted (by government team) within 24hrs of identification. Contractor shall ensure Contractor's employees and all associated Subcontractor(s) performing under this contract, are notified of all deficiencies in their area of responsibility to ensure that deficiencies do not reoccur.

2.1.4.3 Contractor shall be available on site within 2 hours of notification as required by the government for issues that cannot be resolved by telephone to the governments satisfaction.

2.2 Specific required tasks, frequency of required tasks, performance standard requirements and inspection procedures are defined in this SOW. Contractor is responsible for understanding the complexity and volume of services required. Overview of the Woods Hole Facility Grounds and area sizes to be maintained are identified in "Site and Performance Location", Appendix B of this SOW.

2.2.1 Contractor shall provide all plant, labor, supervision, oversight, equipment, materials, transportation, permits, insurance, and quality control necessary to provide ground maintenance for the NMFS/NEFSC Woods Hole Massachusetts properties.

3.0 Contractor shall be responsible for Quality Control. The Government is responsible for Quality Assurance. The Government will evaluate the Contractor's performance under this contract in accordance with this Statement of Work. This document is used to evaluate contractor performance against invoices submitted, as well as performance.

4.0 Security Requirements. Security Clearances are **not required**. The Government reserves the right to deny access to Government facilities/property at any time, for any reason. The Government will not be held liable for any delays or breach of contract caused by refusal to allow entry.

4.1 Contractor employees and associated subcontractors performing under this contract MUST be U.S. citizens or MUST have established and maintain legal residence in the U.S., and be authorized by the US Government to work in the United States (i.e. Green card, worker authorization, etc.). All Contractor employees and all associated subcontractors performing under this contract MUST have at least one form of US Government issued photo identification (driver's license, US passport, US work visa, etc.) for entry to the Government facility/property.

4.1.1 Contractor shall provide a list of all personnel performing under this contract to the CO and TPOC *no later than five (5) days of contract award prior to the commencement of work*. Contractor shall maintain this list throughout the life of the contract to keep it current and up to date reflecting all terminations and additions of personnel performing under this contract.

4.1.2 National Agency Check with Inquires (NACI). **Not required.** This is a low risk non IT service contract of 180 days or more which require a NACI for Contractor employees, or associated subcontractor(s) when access to a DOC owned, leased, or controlled facility is required for performance. This service does not require access of Contractor employees or associated subcontractor(s) into DOC owned, leased, or control facilities. Due to the TPOC establishing preset schedule where government employees will be present on site during the actual performance of Work, it has been determined that NACI for personnel performing under this contract will not be required.

4.1.3 Contractor employees and associated subcontractor personnel, vehicles, and property under their control are subject to search upon entering or exiting the installation, or at any point while on the installation. Any vehicles or personnel found in possession of prohibited items will be removed, and/or barred, from the installation and released to the appropriate civil authorities.

4.1.4 Government reserves the right to exclude or remove from the site any Contractor employee of the Contractor or associated subcontractor whom the Government deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the contract is deemed by the Government to be contrary to the public interest.

4.1.5 Government reserves the right to close down the job site and order Contractor employees and associated subcontractors off the premises in the event of a national emergency or a shut-down, for as long as security problems persist. A written notification will be provided as soon as possible. Contractor may only return to the site with written approval from the TPOC/CO.

5.0 Special Qualifications and Permits. Contractor shall ensure all required skill sets, and permits are obtained and maintained for performance under this contract.

6.0 Safety, Security, Fire Protection, Environmental Controls, Conservation of Utilities, and Compliance with Laws and Regulations.

6.1 Safety Requirements. *Contractor shall produce proper OSHA and other industry certificates/licenses upon request of the CO.* Contractor shall be responsible for safety. Contractor shall take all necessary precautions to meet proper safety standards, training, and regulations of all local, state and federal codes and regulations.

6.1.1 Contractor shall ensure compliance with the requirements of 29 CFR, Part 1910: Occupational Safety and Health Administration (OSHA) General Industry, Health Standards. National Electric Code (NEC), National Fire Protection Associations (NFPA), Environmental Protection Agency (EPA) 40 CFR Part 745, local state and federal requirements and other regulatory agencies during the course of this contract. Contractor shall implement a suitable safety program for employees performing work under this contract. Contractor shall promptly correct any non-complying work or conditions. Contractor shall be responsible to ensure its work does not affect the safety of the public or employees of the Government. Neither the Government nor its representatives will bear any responsibility for safety precautions at the project work site. If, however, in the opinion of the TPOC, a life-threatening condition exists, the TPOC will orally (to be confirmed in writing) require the Contractor to immediately suspend work in the affected area until the condition is corrected. Whenever Contractor's operations may create a hazardous condition, Contractor shall at its sole expense, furnish, install, and maintain such guards, fences, barricades, railing, light, signs, or other devices necessary to prevent accident, injury or damage to people or equipment.

6.1.2 Contractor shall provide daily safety briefing to all contractor employees and associated subcontractor(s) performing under this contract. Contractor safety briefing shall include instruction to be mindful of the requirement to maintain a safe environment for the facility's occupants including staff, visitors, and customers and the occurrence of the general public on or near the site.

6.1.3 Contractor shall conform to any additional restrictions outlined by the Government Safety and Environmental Compliance Officer during the course of the contract to insure the safety Contractor employees, associated subcontractors, Government employees and the general public.

6.1.4 Contractor shall record and report promptly (as soon as possible but no later than, one hour of incident) to the CO and TPOC, all available facts relating to each instance of damage to Government property or injury to either Contractor or Government personnel.

6.1.5 In the event of an accident/mishap, Contractor shall take reasonable and prudent action to establish control of the accident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the authorized Government representative (i.e. TPOC, CO).

6.1.6 If the Government elects to conduct an investigation of the accident/mishap, the Contractor shall cooperate fully and assist government personnel in the conduct of investigation until the investigation is completed.

6.1.7 While on Government property, Contractor shall not use a cell phone while operating a vehicle or other motorized equipment unless the operator is utilizing a hands-free device as such is prohibited by Federal regulations. Motor vehicle regulations are strictly enforced and excessive violations may result in the loss of driving privileges on the Government facility.

6.2 Security. There are no specific security requirements for performance under this contract.

6.3 Fire Protection Requirements. The emergency telephone number for NEFSC, Woods Hole, Massachusetts is 911. Contractor shall report within one (1) hour of all incidents to TPOC.

6.4 Environmental Controls. This section covers the responsibility of the Contractor while performing under this contract.

6.4.1 Contractor shall immediately inform the TPOC/CO of any environmentally hazardous situations that may arise as well as contact required regulatory agencies.

6.4.2 Contractor shall be knowledgeable of and comply with all applicable interstate, federal, state and local laws, regulations, and requirements regarding environmental protection as it pertains to the Work under this contract.

6.4.3 Conservation of Utilities. **Not applicable.**

## 7.0 Government Roles.

7.1 The Contracting Officer (CO) is the only individual with the authority to authorize changes within this contract that will have an effect on the scope, and monetary values (increase or decrease) of contract.

7.2 The Technical Point of Contact (TPOC) is the individual designated and authorized in writing by the CO at contract award to perform specific technical or administrative functions on the contract. The key role of the TPOC is to observe, document, and communicate Contractor performance to both the CO and Contractor. All coordination and correspondence should be forwarded through the TPOC to the CO. TPOC and alternate TPOC (if applicable) will be responsible for the inspection and acceptance of performance and any deliverables under the contract. **The TPOC does NOT have authority to change the terms and conditions of the contract.**

7.2.1 All contracting actions and/or correspondence should be forwarded through the TPOC. The TPOC will address all technical matters, providing technical direction and discussion as necessary with respect to the specifications, or SOW, The TPOC is responsible for monitoring the progress and quality of the Contractor's performance in accordance with the PRS and QASP. **The TPOC does not have authority to take any action**, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, Work, delivery schedule, or any other term and condition of the contract. When, in the opinion of the Contractor, the TPOC requests efforts outside the existing scope of the contract, the Contractor shall promptly notify the CO in writing. **Contractor under such direction shall take no action until the CO has resolved the issue or has otherwise issued a modification to the contract.**

7.2.2 In the absence of the TPOC (due to reasons such as leave, illness, and official travel), all responsibilities and functions assigned to the TPOC shall be the responsibility of the CO until an alternate TPOC is assigned.

#### 8.0 Government Responsibilities:

8.1 Government shall inspect the Work performed under this contract. Any corrective action required as a result of the inspection will be accomplished prior to final monthly billing.

8.1 Contractor may be notified of deficiencies in performance in writing by the TPOC/CO. Oral deficiency notifications will be confirmed in writing by the TPOC/CO. Contractor shall take prompt corrective action upon notice of deficiency. Prompt is defined as within 24 hours of notification.

8.1 Government personnel other than COs and the authorized TPOC, may, with CO coordination, observe Contractor operations. However, these personnel may not interfere with Contractor performance or make any changes to the contract.

8.1 Government Furnished Property, Materials, Equipment and Services (GFP/M/E/S). There is no government furnished property as part of this requirement. Government dumpsters shall not be used by the Contractor.

8.1 Government is not responsible for damage to Contractor's equipment due to trash, debris or uneven terrain.

#### 9.0 Contractor Key Roles. Contract Manager and On-On-Site Superintendent at the discretion of the Contractor can be identified as the same individual who then assumes all applicable duties and responsibilities.

9.1 Contractor shall provide a Contract Manager. Contract Manager shall be legally authorized to bind the Contractor (Company). Contract Manager shall conduct overall management of Contractor employees and associated subcontractor(s) on site. Contract Manager shall be the central point of contact with the Government for performance of all work under this contract. The Contract Manager shall be authorized to receive any notices of deficiency in contract performance. The notices may include but not be limited to the following: Non-performance of work, Deficiencies in work performed, and Notices of proposed payment deductions due to the above. The Contract Manager shall be available (telephone and email) weekdays between the hours of 8:00 a.m. and 3:00 p.m. to discuss and resolve contractual matters with the Government. Contract Manager shall be available on site within 2 hours of notification by the Government for resolution of urgent matters.

9.2 Contractor shall provide an On-Site Superintendent. A trained and experienced On-Site Superintendent shall be physically on site at all times when Work is in progress. On-Site Superintendent shall oversee all Contractor and associated subcontractor(s) performance under the contract.

## 10.0 Contractor Responsibilities.

### 10.1 Contractor Furnished Property, Materials, Equipment and Services (GFP/M/E/S).

Contractor shall provide all plant, trained labor, equipment, materials, supervision, transportation, permits, insurance, and quality control necessary to achieve the quality performance standards of the Work in this contract.

10.1.1 Contractor shall immediately notify the TPOC/CO if discrepancies are discovered between the existing property conditions and those noted on the SOW or Appendix'.

10.1.2. Within five (5) work days of the contract start date, the Contractor shall submit, in writing, the name of the Contract Manager and On-Site Superintendent (with identification of any alternates) to the TPOC. Contractor shall supply telephone, cell phone and /or pager numbers of the Contract Manager and On-Site Superintendent to the TPOC.

10.1.3 Within five (5) work days of the contract starting date, and annually thereafter for renewal periods, the Contractor shall submit to the TPOC for approval, schedules to accomplish required services throughout the year. If changes need to be made to reduce conflicts with Government operations, special events, or other occurrences, the Contractor shall meet with the TPOC and revise the schedule as necessary. The TPOC can request changes to the monthly work schedule so spacing of services is distributed to meet the needs of the Government. Contractor shall not deviate from this schedule without prior approval from the TPOC.

10.1.4 Within ten (10) days of the contract start date, the Contractor shall submit all Material Safety Sheets (MSS) for any materials used under this contract containing "dangerous" or "warning" labels to the TPOC.

10.1.5 If services cannot be completed as scheduled due to inclement weather, Contractor shall perform any and all scheduled services the following work day with no degradation to existing scheduled services.

10.1.6 Contractor shall conduct operations in such a manner as to minimize any inconvenience in the use of the facilities to the occupants and visitors. Contractor shall instruct their employees daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

10.1.7 Contractor shall provide all vehicles, containers, etc., that are necessary to safely remove and dispose of debris.

10.1.8 Contractor shall ensure trees, shrubs, plants are not damaged by their mowing and trimming services.

## 10.2 Specific Tasks.

10.2.1 **Mowing and Trimming Operations.** Contractor shall be responsible for monitoring the growth of the grass and schedule cutting / mowing operations as required. **Grass shall be cut on a weekly basis and maintained between 3" and 4.5" in height.** The frequency of mowing may vary depending on weather conditions, but will not be altered without prior approval of the TPOC. **The total grass area square footage (sq ft.) for all buildings is 7,922 sq ft. Grass sq ft. per building:**

- **Main Lab Building #166: Total 5,553 sq ft.**
  - (N) 2,772 sq ft., (E) 673 sq ft. and (S) 2108 sq ft.

- **Aquarium Building #16: Total 600 sq ft.**[1] ○ (E) 600 sq ft.
- **Cottage Building #22: Total 1,979 sq ft.**
  - Along the public boat ramp 210 sq ft. ○
  - Surrounding the Cottage 1769 sq ft.

Contractor shall prevent scalping, uneven mowing, rutting by the equipment, damage to trees and shrubs during Contractor operations. Contractor shall be liable to replace shrubs and trees damaged by mowing operations. Precautions shall include removal or repair of equipment causing unnecessary damage or procedures causing unsatisfactory mowing. Contractor shall maintain all open drainage systems, open culverts under driveways and roads free of debris, trash, limbs, leaves and grass clippings. Grass shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot curbs and bumper blocks, and other fixed obstacles. Grass clippings shall be removed or mulched to provide a uniform appearance after mowing. All improved grounds shall look well-manicured at all times. **All areas shall be trimmed concurrent with mowing.** Damage to trees and shrubs caused by the Contractor shall be repaired by the Contractor at no additional cost to the Government. Trees, shrubs, and plants that become unhealthy or die due to damages caused by the Contractor, shall be replaced by the Contractor with the same species and size at no additional cost to the Government. Tree, shrub, or tree replacement or repair shall occur within 15 days of noticed damage.

10.2.2 **Edging.** Contractor shall cut grass back from all edges 0.5” to 1.5” and not cut deeper than 1.5” to 2”. Edging shall include removal of vegetation from cracks and expansion joints in sidewalks, driveways, and curbs. Grass shall not extend over the edge of parking lots, concrete pads, walkways, sidewalks, driveways, paved areas and curbs in all areas. **Task shall be concurrent with mowing (as needed).**

10.2.3 **Shrubs and Hedge Maintenance.** Contractor shall accomplish in accordance with established arboricultural and landscape maintenance practices, all work necessary to maintain shrubs and hedges in all grounds areas. Shrubs shall be pruned to maintain their natural growth characteristics except when clearance of a facility is required. **Each Building has 20 shrubs.** Privet hedges shall be pruned before shoots exceed 3 inches long. **The Main Lab Building #166 has 249 LF. of hedge line. The Aquarium Building #16 has 12 LF of hedge line.** Taxus hedge located on the water front side of the Cottage shall be cut to a height of 5' and maintained at a height of 5' and width not to protrude beyond the lawn edge. **The Cottage Building #22 has 358 LF of hedge line. Task shall be concurrent with mowing (as needed).**

10.2.4 **Debris Removal and Policing Grounds.** Contractor shall collect and legally discard off site all debris and trash such as paper, plastic, bottles, cans, and deciduous debris, etc., that accumulates within the confines of all NMFS grounds. Contractor shall collect and legally discard off site all debris such as grass clippings, limbs, branches and other matter resulting from mowing, trimming, edging, pruning, etc. **Task shall be concurrent with mowing.**

10.2.5 **Weed Control.** Contractor shall remove or eradicate all weeds that may grow within shrubs, plant beds, grounds and non-landscaping areas such as around buildings, fences, sidewalks, street gutters and all paved areas. **Task shall be concurrent with mowing.**

10.2.6 **Pesticides.** Contractor shall apply pesticides as appropriate, for weather conditions and type of pests to be controlled. Apply pesticides to all grass, trees, shrubs, plants, etc., to prevent insects and disease from damaging the greenery.

10.2.7 **Bed Maintenance.** Contractor shall apply pine bark mulch 2 to 3 inches thick around all Privet and Taxus hedges and flowering plants located at the NMFS. Pine bark mulch shall also be applied around three planter areas located around the south patio/flag pole area on back side of the Main Laboratory Building #166 and planter areas located in front of the Maintenance/Aquarium Building #16 facing the

road; to include the area by the handicap access ramp. Contractor shall apply at the beginning of each performance year (spring). **The total sq ft. of all plant beds is 5,086.** The sq ft. breakdown by Building is:

- Main Lab Building #166: total 2,384 sq ft.
- Aquarium Building #16: total 1,150 sq ft. ● Cottage Building #22: total 1,552 sq ft.

10.2.7 **Spring and Fall Cleanup.** Contractor shall perform grounds cleanup and removal of leaves, sticks, branches and other debris during the first week of the Service Period (Spring) and at the last week of the Service Period (Fall).

### 10.3 General Conditions:

10.3.1 Contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their performance.

10.3.2 Contractor shall maintain an adequate workforce trained to safely and satisfactorily perform under this contract.

10.3.3 Contractor shall ensure all employees and subcontractors are fully trained and have a full understanding of the statement of work task requirements; government will not provide instruction or oversight.

10.3.4 Contractor shall ensure all Contractor employees, and all associated subcontractor(s) are experienced in the type of work involved and familiar with the specifications of this contract. Contractor is responsible for damage to any Government equipment, supplies, or facilities caused by Contractor personnel.

10.3.5 Contractor shall comply with all applicable local, state, and federal codes and laws as well as other government published instructions per the contract documents.

10.3.6 Contractor shall perform in accordance with professional industry standards.

10.3.7 Contractor shall be responsible for all contractor security arrangements including subcontractor's materials, tools, equipment, and personnel.

10.3.8 Contractor shall accomplish all tasks to meet the requirements of the SOW inclusive of its Appendix'.

10.3.9 Contractor Equipment. The Government may inspect Contractor's equipment at any time. Contractor's equipment shall be subject to approval by the TPOC. Contractor shall service or replace at no cost to the Government any equipment found to be defective, unsafe, or unsuitable.

10.3.10 Contractor Liability: Except as otherwise provided by law, the Government will not be responsible for the loss of, or damage to, the Contractor's equipment, property, or death of or injury to the Contractor's employees or associated subcontractors performing under this contract, resulting from the Contractor's negligent performance under this contract. Contractor shall be responsible for all damages to persons or property that occurs as a result of Contractor's faulty equipment, fault or negligence of Contractor personnel/employees or associated subcontractors performing Work on this contract.

10.3.11 Contractor Insurance Requirements. Contractor shall at its sole expense insure its activities in connection with the Work under this contract and shall obtain, keep in force, and maintain insurance in accordance with FAR clause 52.228-5, Insurance—Work on a Government Installation. **Contractor shall provide** a copy of the Insurance Certificate to the CO and TPOC prior to the commencement of work on this contract.

10.3.12 Job Site Protection. Contractor shall protect the property of others as well as his/her own property. Contractor shall repair or replace any property damaged by the Contractor during performance under this contract. Contractor shall take precautions to prevent the spread of dust, moisture and debris. Contractor shall keep the area clean and upon completion of the project, the Contractor shall clean up the work area and remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

11.0 IT Security. **Not applicable.** Requirements of 48 CFR 1352.239-73 do not apply and a Security Accreditation Package is not required.

**12.0 Invoicing PRIOR TO 1 OCTOBER 2023:** Contractor shall provide “proper” invoices in arrears of tasks performed (and expensed) with the last invoice being submitted within 30 days of contract completion. Invoices shall be submitted (via electronic copy) no later than by the 10th day of the billing month.

1. Payments will be based on receipt of a proper invoice and satisfactory contract performance and guidelines in FAR 32.9, Prompt Payment.
2. To constitute a proper invoice, the Contractor’s invoice shall be prepared in accordance with, and contain the elements specified in FAR 52.212-4(g), “Invoices”.
3. The Government will return invoices that do not comply with FAR 52.212-4(g), “Invoices” within 7 days after the date the invoice was received along with a statement as to the reasons why it is not a proper invoice.
4. The Contractor will send invoices in accordance with the terms and conditions of this contract to the following address (electronic submission of invoices is preferred): **nmfs.nec.invoices@noaa.gov**
5. **Please reference the Contract/Order Number in your email subject line when submitting invoices.**

**SPECIAL NOTICE:**

**13.0 Invoicing EFFECTIVE 1 OCTOBER 2023 NEW INVOICING PLATFORM IS MANDATORY:** Contractor shall provide “proper” invoices in arrears of tasks performed (and expensed) with the last invoice being submitted within 30 days of contract completion. Invoices shall be submitted (via electronic copy) no later than by the 10th day of the billing month.

6. Payments will be based on receipt of a proper invoice and satisfactory contract performance and guidelines in FAR 32.9, Prompt Payment.
7. To constitute a proper invoice, the Contractor’s invoice shall be prepared in accordance with, and contain the elements specified in FAR 52.212-4(g), “Invoices”.
8. The Government will return invoices that do not comply with FAR 52.212-4(g), “Invoices” within 7 days after the date the invoice was received along with a statement as to the reasons why it is not a proper invoice.

The Contractor will send invoices in accordance with the terms and conditions of this contract to the following address (electronic submission of invoices is preferred):

<https://www.ipp.gov>

Reference: NOAA Acquisition Manual (NAM) 1330-52.232-72

Contractor shall prepare and submit a "proper" invoice to the TPOC for approval [with a copy to the contracting officer for information]. All invoices shall be submitted by the 10th day of the subsequent month the Work was performed in accordance with the Prompt Payment Act. Proper invoices must include as a minimum:

- a) Name and address of the Contractor.
- b) Name (where applicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- c) Invoice date and invoice number (Contractors should date invoices as close as possible to the date of mailing or transmission). Electronic submission of invoices is preferred.
- d) Contract Number
- e) Contract Line Item Number being billed, with description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed

12.1 The Government will return improper invoices to the Contractor and payment will not be made until receipt of a proper invoice. Contractor shall send invoices in accordance with the terms and conditions of this contract to the following email; address: <https://www.ipp.gov>

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.

APPENDIX A

Useful Websites

Publication / Website	Mandatory or Advisory	Website
Federal Acquisition Regulation (FAR)	Mandatory	<a href="http://www.farsite.hill.af.mil">http://www.farsite.hill.af.mil</a>
Federal Holiday Home Page	Mandatory	<a href="http://www.opm.gov/fedhol">www.opm.gov/fedhol.</a>
Occupational Safety and Health Administration (OSHA)	Mandatory	<a href="https://www.osha.gov/">https://www.osha.gov/</a>

APPENDIX B

Site and Performance Location with Photographs of Sample Debris Areas



LANDSCAPING AREA MEASUREMENTS  
NEFSC Woods Hole, MA 02543

## Bldg 166 Lab

**Grass area:**

(N)  $(140' \times 25') - [(105' \times 4') + (77' \times 4')]$   
 $3,500 \text{ S.F.} - (420 \text{ S.F.} + 308 \text{ S.F.}) = \mathbf{2,772 \text{ S.F.}}$

(E)  $(9' \times 40') + (9' \times 27') + 16 \text{ S.F.} + (2' \times 27')$   
 $360 \text{ S.F.} + 243 \text{ S.F.} + 16 \text{ S.F.} + 54 \text{ S.F.} = \mathbf{673 \text{ S.F.}}$

(S)  $(62' \times 68') / 2$   
 $4216 \text{ S.F.} / 2 = \mathbf{2108 \text{ S.F.}}$

Subtotal: 5553 S.F.

## Bldg 16 Aquarium

**Grass area:**

(E)  $(75' \times 8') = 600 \text{ S.F.}$  Subtotal:  
600 S.F.

## Bldg 22 Cottage

**Grass area:**

Along Public boat ramp  $(70' \times 3') = \mathbf{210 \text{ S.F.}}$   
Surrounding Cottage  $(67' \times 66') - 60\%$   
 $4422 \text{ S.F.} - 2653 \text{ S.F.} = \mathbf{1769 \text{ S.F.}}$

Subtotal: 1979 S.F.

**Grand Total: 7922 S.F.**

## Bldg 166 Lab

**Hedge Line:**

(N) 105 L.F. + 77 L.F. = **182 L.F.**

(E) 40 L.F. + 27 L.F. = **67 L.F.** Subtotal:  
249 L.F.

## Bldg 16 Aquarium

**Hedge Line:**

(E) **12 L.F.**

Subtotal: 12 L.F.

## Bldg 22 Cottage

Along Boat Ramp **97 L.F.**

Subtotal: 97 L.F.

**Grand total: 358 L.F.**

Shrubs: 20 each.

## Bldg 166 Lab

**Plant Beds:**

(N) (4' x 105') + (77' x 4')

420 S.F. + 308 S.F. = **728 S.F.**

(E) (36' x 4') + (27' x 4')

144 S.F. + 108 S.F. = **252 S.F.**

(S) (10' x 37') + (26' x 10') + (18' x 43') 370 S.F. + 260 S.F. + 774 S.F. = **1404 S.F.**

Subtotal: 2384 S.F.

## Bldg 16 Aquarium

### Plant Beds:

(E)  $(17' \times 9') + 81 \text{ S.F.} + (40' \times 9') + (40' \times 9') + (28' \times 9')$   
 $153 \text{ S.F.} + 81 \text{ S.F.} + 360 \text{ S.F.} + 360 \text{ S.F.} + 196 \text{ S.F.} = 1150 \text{ S.F.}$

## Bldg 22 Cottage

(E)(W)  $(76' \times 8') \times 2$   
 $608 \times 2 = 1216 \text{ S.F.}$

(S)  $42' \times 8' = 336 \text{ S.F.}$

Subtotal: 1552 S.F. **Grand Total: 5086 S.F.**

### Mulch:

2"H 162 S.F. = 1 yd.

3"H 108 S.F. = 1 yd.

$5086 \text{ S.F.} / 162 \text{ S.F.} = 31.4 \text{ yds.}$

WAGE DETERMINATION

<p>"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>
<p>Wage Determination No.: 2015-4045 Revision No.: 24 Date Of Last Revision: 12/27/2022</p>	

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.

<p>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:</p>	<p>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.</p>
<p>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:</p>	<p>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.</p>

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](http://www.dol.gov/whd/govcontracts).

This wage determination is applicable to the following cities and towns in the following counties in MASSACHUSETTS:

BARNSTABLE COUNTY: Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Sandwich, Wellfleet, Yarmouth

PLYMOUTH COUNTY: Marion, Wareham

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.77
01012 - Accounting Clerk II		21.09
01013 - Accounting Clerk III		23.58
01020 - Administrative Assistant		27.96
01035 - Court Reporter		20.86
01041 - Customer Service Representative I		15.61***
01042 - Customer Service Representative II		17.55
01043 - Customer Service Representative III		19.14
01051 - Data Entry Operator I		16.50
01052 - Data Entry Operator II		18.00
01060 - Dispatcher, Motor Vehicle		22.78
01070 - Document Preparation Clerk		16.03***
01090 - Duplicating Machine Operator		16.03***
01111 - General Clerk I		15.86***
01112 - General Clerk II		17.31

01113 - General Clerk III	19.44
01120 - Housing Referral Assistant	23.44
01141 - Messenger Courier	17.73
01191 - Order Clerk I	19.02
01192 - Order Clerk II	20.76
01261 - Personnel Assistant (Employment) I	19.04
01262 - Personnel Assistant (Employment) II	21.30
01263 - Personnel Assistant (Employment) III	23.75
01270 - Production Control Clerk	24.05
01290 - Rental Clerk	17.89
01300 - Scheduler, Maintenance	18.80
01311 - Secretary I	18.80
01312 - Secretary II	21.03
01313 - Secretary III	23.44
01320 - Service Order Dispatcher	20.36
01410 - Supply Technician	27.96
01420 - Survey Worker	23.65
01460 - Switchboard Operator/Receptionist	18.00
01531 - Travel Clerk I	15.52***
01532 - Travel Clerk II	16.72
01533 - Travel Clerk III	18.01
01611 - Word Processor I	16.11***
01612 - Word Processor II	18.08
01613 - Word Processor III	20.22
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.65
05010 - Automotive Electrician	25.02
05040 - Automotive Glass Installer	23.93
05070 - Automotive Worker	23.93
05110 - Mobile Equipment Servicer	21.67
05130 - Motor Equipment Metal Mechanic	26.11
05160 - Motor Equipment Metal Worker	23.93
05190 - Motor Vehicle Mechanic	26.11
05220 - Motor Vehicle Mechanic Helper	20.21
05250 - Motor Vehicle Upholstery Worker	22.75
05280 - Motor Vehicle Wrecker	23.93
05310 - Painter, Automotive	25.02
05340 - Radiator Repair Specialist	23.93
05370 - Tire Repairer	19.60
05400 - Transmission Repair Specialist	26.11
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.28
07041 - Cook I	19.32
07042 - Cook II	21.34
07070 - Dishwasher	14.94***
07130 - Food Service Worker	15.14***
07210 - Meat Cutter	22.08
07260 - Waiter/Waitress	15.85***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.30
09040 - Furniture Handler	19.20
09080 - Furniture Refinisher	27.80
09090 - Furniture Refinisher Helper	22.66
09110 - Furniture Repairer, Minor	25.50
09130 - Upholsterer	28.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.03
11060 - Elevator Operator	18.09
11090 - Gardener	24.38
11122 - Housekeeping Aide	20.46
11150 - Janitor	20.46
11210 - Laborer, Grounds Maintenance	19.27
11240 - Maid or Houseman	14.93***
11260 - Pruner	17.50
11270 - Tractor Operator	22.74
11330 - Trail Maintenance Worker	19.27
11360 - Window Cleaner	22.54

12000 - Health Occupations	
12010 - Ambulance Driver	25.10
12011 - Breath Alcohol Technician	26.43
12012 - Certified Occupational Therapist Assistant	36.77
12015 - Certified Physical Therapist Assistant	36.91
12020 - Dental Assistant	23.71
12025 - Dental Hygienist	42.25
12030 - EKG Technician	37.50
12035 - Electroneurodiagnostic Technologist	37.50
12040 - Emergency Medical Technician	25.10
12071 - Licensed Practical Nurse I	23.63
12072 - Licensed Practical Nurse II	26.43
12073 - Licensed Practical Nurse III	29.47
12100 - Medical Assistant	21.63
12130 - Medical Laboratory Technician	32.77
12160 - Medical Record Clerk	25.68
12190 - Medical Record Technician	28.73
12195 - Medical Transcriptionist	23.63
12210 - Nuclear Medicine Technologist	58.11
12221 - Nursing Assistant I	13.70***
12222 - Nursing Assistant II	15.40***
12223 - Nursing Assistant III	16.80
12224 - Nursing Assistant IV	18.87
12235 - Optical Dispenser	27.94
12236 - Optical Technician	23.63
12250 - Pharmacy Technician	20.80
12280 - Phlebotomist	22.71
12305 - Radiologic Technologist	40.07
12311 - Registered Nurse I	31.18
12312 - Registered Nurse II	40.19
12313 - Registered Nurse II, Specialist	40.19
12314 - Registered Nurse III	48.63
12315 - Registered Nurse III, Anesthetist	48.63
12316 - Registered Nurse IV	58.29
12317 - Scheduler (Drug and Alcohol Testing)	32.75
12320 - Substance Abuse Treatment Counselor	28.99
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.56
13012 - Exhibits Specialist II	27.96
13013 - Exhibits Specialist III	34.20
13041 - Illustrator I	22.56
13042 - Illustrator II	27.96
13043 - Illustrator III	34.20
13047 - Librarian	34.75
13050 - Library Aide/Clerk	18.94
13054 - Library Information Technology Systems Administrator	28.03
13058 - Library Technician	23.37
13061 - Media Specialist I	20.17
13062 - Media Specialist II	22.56
13063 - Media Specialist III	25.16
13071 - Photographer I	20.17
13072 - Photographer II	22.56
13073 - Photographer III	27.96
13074 - Photographer IV	34.20
13075 - Photographer V	41.37
13090 - Technical Order Library Clerk	23.79
13110 - Video Teleconference Technician	24.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	26.24
14042 - Computer Operator II	29.36
14043 - Computer Operator III	32.71
14044 - Computer Operator IV	36.37
14045 - Computer Operator V	40.27
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		26.24
14160 - Personal Computer Support Technician		36.37
14170 - System Support Specialist		41.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.72
15020 - Aircrew Training Devices Instructor (Rated)		43.22
15030 - Air Crew Training Devices Instructor (Pilot)		48.81
15050 - Computer Based Training Specialist / Instructor		35.72
15060 - Educational Technologist		32.16
15070 - Flight Instructor (Pilot)		48.81
15080 - Graphic Artist		31.54
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.82
15086 - Maintenance Test Pilot, Rotary Wing		46.82
15088 - Non-Maintenance Test/Co-Pilot		46.82
15090 - Technical Instructor		25.37
15095 - Technical Instructor/Course Developer		31.02
15110 - Test Proctor		20.47
15120 - Tutor		20.47
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		15.58***
16030 - Counter Attendant		15.58***
16040 - Dry Cleaner		17.80
16070 - Finisher, Flatwork, Machine		15.58***
16090 - Presser, Hand		15.58***
16110 - Presser, Machine, Drycleaning		15.58***
16130 - Presser, Machine, Shirts		15.58***
16160 - Presser, Machine, Wearing Apparel, Laundry		15.58***
16190 - Sewing Machine Operator		18.54
16220 - Tailor		19.28
16250 - Washer, Machine		16.32
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		29.87
19040 - Tool And Die Maker		34.74
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.63
21030 - Material Coordinator		24.05
21040 - Material Expediter		24.05
21050 - Material Handling Laborer		18.24
21071 - Order Filler		15.37***
21080 - Production Line Worker (Food Processing)		21.63
21110 - Shipping Packer		20.06
21130 - Shipping/Receiving Clerk		20.06
21140 - Store Worker I		15.02***
21150 - Stock Clerk		20.31
21210 - Tools And Parts Attendant		21.63
21410 - Warehouse Specialist		21.63
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		34.47
23019 - Aircraft Logs and Records Technician		28.95
23021 - Aircraft Mechanic I		33.23
23022 - Aircraft Mechanic II		34.47
23023 - Aircraft Mechanic III		35.90
23040 - Aircraft Mechanic Helper		25.72
23050 - Aircraft, Painter		31.85
23060 - Aircraft Servicer		28.95
23070 - Aircraft Survival Flight Equipment Technician		31.85
23080 - Aircraft Worker		30.46
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		30.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		33.23
23110 - Appliance Mechanic		29.87
23120 - Bicycle Repairer		24.30

23125 - Cable Splicer	47.99
23130 - Carpenter, Maintenance	28.69
23140 - Carpet Layer	28.57
23160 - Electrician, Maintenance	32.18
23181 - Electronics Technician Maintenance I	28.57
23182 - Electronics Technician Maintenance II	29.87
23183 - Electronics Technician Maintenance III	31.18
23260 - Fabric Worker	27.16
23290 - Fire Alarm System Mechanic	31.18
23310 - Fire Extinguisher Repairer	25.87
23311 - Fuel Distribution System Mechanic	31.48
23312 - Fuel Distribution System Operator	26.12
23370 - General Maintenance Worker	24.00
23380 - Ground Support Equipment Mechanic	33.23
23381 - Ground Support Equipment Servicer	28.95
23382 - Ground Support Equipment Worker	30.46
23391 - Gunsmith I	25.87
23392 - Gunsmith II	28.57
23393 - Gunsmith III	31.18
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.18
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.96
23430 - Heavy Equipment Mechanic	30.95
23440 - Heavy Equipment Operator	33.21
23460 - Instrument Mechanic	31.18
23465 - Laboratory/Shelter Mechanic	29.87
23470 - Laborer	18.24
23510 - Locksmith	29.87
23530 - Machinery Maintenance Mechanic	29.79
23550 - Machinist, Maintenance	29.19
23580 - Maintenance Trades Helper	19.59
23591 - Metrology Technician I	31.18
23592 - Metrology Technician II	32.34
23593 - Metrology Technician III	33.68
23640 - Millwright	31.18
23710 - Office Appliance Repairer	28.05
23760 - Painter, Maintenance	24.24
23790 - Pipefitter, Maintenance	30.98
23810 - Plumber, Maintenance	29.69
23820 - Pneudraulic Systems Mechanic	31.18
23850 - Rigger	28.62
23870 - Scale Mechanic	28.57
23890 - Sheet-Metal Worker, Maintenance	34.63
23910 - Small Engine Mechanic	26.83
23931 - Telecommunications Mechanic I	38.83
23932 - Telecommunications Mechanic II	40.28
23950 - Telephone Lineman	31.61
23960 - Welder, Combination, Maintenance	25.30
23965 - Well Driller	31.18
23970 - Woodcraft Worker	31.18
23980 - Woodworker	25.87
24000 - Personal Needs Occupations	
24550 - Case Manager	18.85
24570 - Child Care Attendant	14.76***
24580 - Child Care Center Clerk	18.41
24610 - Chore Aide	17.82
24620 - Family Readiness And Support Services Coordinator	18.85
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.22
25040 - Sewage Plant Operator	29.91
25070 - Stationary Engineer	31.22
25190 - Ventilation Equipment Tender	24.16
25210 - Water Treatment Plant Operator	29.91
27000 - Protective Service Occupations	

27004 - Alarm Monitor	28.78
27007 - Baggage Inspector	19.92
27008 - Corrections Officer	35.99
27010 - Court Security Officer	34.30
27030 - Detection Dog Handler	22.29
27040 - Detention Officer	35.99
27070 - Firefighter	32.61
27101 - Guard I	19.92
27102 - Guard II	22.29
27131 - Police Officer I	33.97
27132 - Police Officer II	37.76
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.83
28042 - Carnival Equipment Repairer	20.19
28043 - Carnival Worker	14.49***
28210 - Gate Attendant/Gate Tender	20.66
28310 - Lifeguard	14.39***
28350 - Park Attendant (Aide)	23.11
28510 - Recreation Aide/Health Facility Attendant	16.87
28515 - Recreation Specialist	28.63
28630 - Sports Official	18.41
28690 - Swimming Pool Operator	22.30
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.57
29020 - Hatch Tender	28.57
29030 - Line Handler	28.57
29041 - Stevedore I	27.16
29042 - Stevedore II	29.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.19
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.86
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.08
30021 - Archeological Technician I	21.07
30022 - Archeological Technician II	23.57
30023 - Archeological Technician III	29.20
30030 - Cartographic Technician	29.20
30040 - Civil Engineering Technician	27.84
30051 - Cryogenic Technician I	30.79
30052 - Cryogenic Technician II	34.00
30061 - Drafter/CAD Operator I	21.07
30062 - Drafter/CAD Operator II	23.57
30063 - Drafter/CAD Operator III	26.27
30064 - Drafter/CAD Operator IV	32.34
30081 - Engineering Technician I	17.96
30082 - Engineering Technician II	20.17
30083 - Engineering Technician III	22.55
30084 - Engineering Technician IV	27.94
30085 - Engineering Technician V	34.18
30086 - Engineering Technician VI	41.36
30090 - Environmental Technician	29.41
30095 - Evidence Control Specialist	26.43
30210 - Laboratory Technician	25.29
30221 - Latent Fingerprint Technician I	30.79
30222 - Latent Fingerprint Technician II	34.00
30240 - Mathematical Technician	29.20
30361 - Paralegal/Legal Assistant I	23.73
30362 - Paralegal/Legal Assistant II	29.40
30363 - Paralegal/Legal Assistant III	35.97
30364 - Paralegal/Legal Assistant IV	43.51
30375 - Petroleum Supply Specialist	32.34
30390 - Photo-Optics Technician	29.20
30395 - Radiation Control Technician	32.34
30461 - Technical Writer I	29.93
30462 - Technical Writer II	36.61
30463 - Technical Writer III	44.30
30491 - Unexploded Ordnance (UXO) Technician I	29.36
30492 - Unexploded Ordnance (UXO) Technician II	35.52

30493 - Unexploded Ordnance (UXO) Technician III	42.57
30494 - Unexploded (UXO) Safety Escort	29.36
30495 - Unexploded (UXO) Sweep Personnel	29.36
30501 - Weather Forecaster I	32.34
30502 - Weather Forecaster II	39.33
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.27
Surface Programs	
30621 - Weather Observer, Senior (see 2)	29.20
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.52
31020 - Bus Aide	19.28
31030 - Bus Driver	25.60
31043 - Driver Courier	17.37
31260 - Parking and Lot Attendant	14.93***
31290 - Shuttle Bus Driver	20.48
31310 - Taxi Driver	18.85
31361 - Truckdriver, Light	18.62
31362 - Truckdriver, Medium	19.89
31363 - Truckdriver, Heavy	26.94
31364 - Truckdriver, Tractor-Trailer	26.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.32
99030 - Cashier	14.61***
99050 - Desk Clerk	15.53***
99095 - Embalmer	36.23
99130 - Flight Follower	29.36
99251 - Laboratory Animal Caretaker I	20.31
99252 - Laboratory Animal Caretaker II	21.77
99260 - Marketing Analyst	29.56
99310 - Mortician	36.23
99410 - Pest Controller	24.71
99510 - Photofinishing Worker	15.43***
99710 - Recycling Laborer	25.46
99711 - Recycling Specialist	30.04
99730 - Refuse Collector	23.12
99810 - Sales Clerk	15.15***
99820 - School Crossing Guard	16.90
99830 - Survey Party Chief	30.81
99831 - Surveying Aide	21.91
99832 - Surveying Technician	28.01
99840 - Vending Machine Attendant	21.96
99841 - Vending Machine Repairer	26.01
99842 - Vending Machine Repairer Helper	21.96

\*\*\*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.

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

utilized.

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

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))."

Invoicing Instructions for Standard Form 1449 – **USE PRIOR TO 1 OCTOBER 2023**

1. Contractor will provide “proper” invoices in arrears of tasks performed (and expensed) with last invoice being submitted within 30 days of contract completion. Invoices shall be submitted (via electronic copy) no later than by the 10th day of the billing month.
2. Payments will be based on receipt of a proper invoice and satisfactory contract performance and guidelines in FAR 32.9, Prompt Payment.
3. To constitute a proper invoice, the Contractor’s invoice shall be prepared in accordance with, and contain the elements specified in FAR 52.212-4(g), “Invoices”.
4. The Government will return invoices that do not comply with FAR 52.212-4(g), “Invoices” within 7 days after the date the invoice was received along with a statement as to the reasons why it is not a proper invoice.
5. The Contractor will send invoices in accordance with the terms and conditions of this contract to the following address (electronic submission of invoices is preferred):

**[nmfs.nec.invoices@noaa.gov](mailto:nmfs.nec.invoices@noaa.gov)**

Improper invoices will be returned and payment will not be made until receipt of a proper invoice.

Payments resulting from approved and accepted invoices will be made via Electronic Funds Transfer (EFT) in accordance with the businesses System for Awards Management (SAM) registration information.

**FRIEGHT/SHIPPING COSTS: If freight costs exceed \$100.00, a copy of the waybill must accompany the invoice to support the freight charges.**

**Please reference the Contract/Order Number in your email subject line when submitting invoices.**

-----SPECIAL NOTICE -----

**EFFECTIVE 1 OCTOBER 2023 – NEW INVOICING PLATFORM IS MANDATORY**

Reference: NOAA Acquisition Manual (NAM) 1330-52.232-72

Contractor shall prepare and submit a “proper” invoice to the TPOC for approval [with a copy to the contracting officer for information]. All invoices shall be submitted by the 10th day of the subsequent month the Work was performed in accordance with the Prompt Payment Act. Proper invoices must include as a minimum:

- a) Name and address of the Contractor.
- b) Name (where applicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- c) Invoice date and invoice number (Contractors should date invoices as close as possible to the date of mailing or transmission). Electronic submission of invoices is preferred. d) Contract Number
- e) Contract Line Item Number being billed, with description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed

12.1 The Government will return improper invoices to the Contractor and payment will not be made until receipt of a proper invoice. Contractor shall send invoices in accordance with the terms and conditions of this contract to the following email; address:

<https://www.ipp.gov>

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.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

WWW.ACQUISITION.GOV

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any WWW.ACQUISITION.GOV (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End Of Clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(Reference 52.204-13)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(Reference 52.204-18)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(Reference 52.212-4)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(Reference 52.223-3)

52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)-- ALTERNATE I (JUL 1995)

(Reference 52.223-3 I)

52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)

(Reference 52.225-2)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Reference 52.228-5)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

(Reference 52.232-40)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

(Reference 52.246-1)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 52.247-34)

1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

(Reference 1352.201-70)

1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

(Reference 1352.209-73)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

(6) 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.)

(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).

XXX (8) 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).

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

(10) [Reserved]

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(12) 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).

(13) [Reserved]

XXX (14) (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.

(iii) Alternate II (NOV 2011) of 52.219-6.

(15) (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.

(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (JAN 2017) 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.

(18) (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.

(19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

XXX (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

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

(23) 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)).

(24) 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)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

XXX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

XXX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XXX (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

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

(ii) Alternate I (JUL 2014) of 52.222-35.

XXX (32) (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.

(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XXX (35) (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).

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 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.)

(37) (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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN, 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN, 2016) (E.O. 13693).

(40) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

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

(43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

XXX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN, 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN, 2016) (E.O. 13693).

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

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

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

(ii) Alternate I (OCT 2022) of 52.225-1.

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

(ii) Alternate I [Reserved].

(iii) Alternate II (DEC 2022) of 52.225-3.

XXX (iv) Alternate III (JAN 2021) of 52.225-3.

(v) Alternate IV (OCT 2022) of 52.225-3.

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

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

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

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

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

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 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).

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

XXX (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

(63) (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.]

XXX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

XXX (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).

XXX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

XXX (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) 52.219-8, 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.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).
- (xiii)
  - (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).
- (xiv) 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).
- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xix)
  - (A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 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. 2302 Note).
- (xxi) 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.
- (xxii) 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)

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 7 DAYS

(End of Clause)

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 1 DAY provided that the Government gives the Contractor a preliminary written notice of its intent

to extend at least 30 DAYS days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 YEARS, 6 MONTHS

(End of Clause)

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/NMFS/NEFSC  
F/NECX22

166 WATER STREET  
WOODS HOLE, MA 02543-1026

(End of clause)

1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from 1 MAY 2023 through 31 MARCH 2024 . If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I	1 APRIL 2024	31 MARCH 2025
Option II	1 APRIL 2025	31 MARCH 2026
Option III	1 APRIL 2026	31 MARCH 2027
Option IV	1 APRIL 2027	31 MARCH 2028

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)

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 (reference [https://www.corporateservices.noaa.gov/ames/administrative\\_orders/chapter\\_202/202-1106.html](https://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_202/202-1106.html)), 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.
4. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.
5. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).
6. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, Prevention Training and Awareness, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within business days [30 unless a different number is inserted] of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

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

Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than March 1st of each calendar year of contract performance.

7. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at: <https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial>. The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may

supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.

8. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.
9. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.
10. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.
11. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

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

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

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

Phone: 1-866-288-6558

Website & Online Chat: <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.

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)

#### 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

Included in NOAA's locator, and

When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

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

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

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

##### CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

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

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

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

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

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the 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 [www.opm.gov](http://www.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 48HRS hours/days (contracting officer insert number of days. If blank, 72 hours applies) before access to the NOAA facility is needed.

(End of solicitation and contract language)

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.

(b) 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 solicitation and contract language 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 solicitation and contract language 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 solicitation and contract language)

1330-52.270-304 NOAA ACQUISITION AND GRANTS OFFICE OMBUDSMAN (OCT 2022)

(a) The NOAA Acquisition and Grants Office (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 from.

(3) Identify constraints in transparency and process.

(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, etc.).

(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](mailto:ago.ombudsman@noaa.gov).

(End of solicitation and contract language)

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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any WWW.ACQUISITION.GOV (48 CFR Chapter provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End Of Clause)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)  
(Reference 52.204-7)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)  
(Reference 52.204-16)

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c) (2) of the provision at 52.204-26, or in paragraph (v) (2) (ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

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

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

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

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

(2) Section 889(a) (1) (B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(End Of Provision)

#### 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) Representations. (1) 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)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) Remit to address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

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

(5) Offers may be withdrawn by written notice received at anytime before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule,

offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End Of Provision)

## 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: PRICE AND NON PRICE FACTORS. NON PRICE FACTOR IS PAST PERFORMANCE

\_\_\_\_\_ [Contracting Officer shall insert the significant evaluation factors, such as

- (i) technical capability of the item offered to meet the Government requirement;
- (ii) price;
- (iii) past performance (see FAR 15.304);

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End Of Provision)

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"

(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 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.

"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.

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

(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."

Line item No.	Country of origin

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. \_\_\_\_

(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

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; and

(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 Product

Line item No.	Listed Countries of origin

[List as necessary]

(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.

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations-

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

(2) Representation. The Offeror represents that--

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a) (2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (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 and 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).

(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)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of Provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

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 concern eligible under the WOSB Program.

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 the size standard in paragraph (b) of this provision.

(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.

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 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) The North American Industry Classification System (NAICS) code for this acquisition is 561730 .

(2) The small business size standard is \$9.5M .

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) 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) [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.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer 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: \_\_.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer 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: \_\_.]

(ii) 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: \_\_.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

(6) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) 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 service-disabled veteran-owned 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.

(8) 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) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(1) Be punished by imposition of fine, imprisonment, or both;

- (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.
- (End Of Provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It /\_/ has, /\_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It /\_/ has, /\_/ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

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

(End of Provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

WG-10, STEP 4

(End of Clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (JUN 2020)

(a) Definitions.

"Person"--

(1) Means--

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror--

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

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

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End Of Provision)

52.237-1 SITE VISIT (APR 1984)

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

(End of Provision)

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 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address: SUSAN FAUX, NEFSC PROCUREMENT OFFICE, 166 WATER STREET, WOODS HOLE, MA. 02543-1026

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: US. DEPT. OF COMMERCE, DOC SENIOR PROCUREMENT EXECUTIVE, 1401 CONSTITUTION AVE. NW, STE. 6422, WASHINGTON, DC 20230

(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, N.W.  
Washington, D.C. 20230.  
FAX: (202) 482-5858

(End of clause)

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, N.W.  
Washington, D.C. 20230.  
FAX: (202) 482-5858

(End of clause)

Solicitation No: 1333MF-23-Q-NFFM-0018

INSTRUCTION TO OFFERORS  
1333MF-23-Q-NFFM-0018

Government intends to award as a firm-fixed price requirement to a single offeror. The government intends to award without discussions. This requirement is 100% set aside for small business concerns.

NAICS: 561730 Landscaping Services  
PRODUCT SERVICE CODE: S208 – Landscaping/Grounds Keeping Services  
SBA SIZE STANDARD: \$9.5M

**SYSTEM FOR AWARD MANAGEMENT (SAM):**

In accordance with FAR 52.212-1(k), unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall have an active registration in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov> under Acquisition Systems or <https://www.sam.gov/portal/SAM/##11> .

**QUOTES:**

Quotes must be submitted by electronic means for consideration of award. Electronic quotes may be transmitted by email to [susan.faux@noaa.gov](mailto:susan.faux@noaa.gov) . It is the Offeror's responsibility to ensure their electronic offer has been received. NOTE: When submitting your offer please ensure **Block 11(f), and 13 through 16** are completed on the SF 1449. ***Quotes received that are missing required documentation as stated elsewhere within this document, and which are not submitted by electronic means will be found to be unresponsive and not considered for award.*** If you have any questions regarding the quoting process please contact Susan Faux at [susan.faux@noaa.gov](mailto:susan.faux@noaa.gov) .

**ADDITIONAL DOCUMENTS SHALL BE SUBMITTED WITH THE QUOTE:**

REPRESENTATIONS AND CERTIFICATIONS contained within the solicitation and in accordance with FAR 52.212-3 must be completed by the Offeror's and returned with Quote.

Past Performance Documents. Provide three (3) references for similar/like requirement performed by your company within the last three (3) years.

**BASIS FOR AWARD:** Basis of award and evaluation criteria are identified as: Best Value (Price, and Past Performance).

Award will be made to the responsive and responsible offeror whose quote conforming to the solicitation results in the best value to the Government, considering both price and non-price factors as specified in the solicitation. The following non-price factors will be used to evaluate offers: *Past Performance. Non-cost factors (performance) will be weighted approximately equal to price.*

**EVALUATION CRITERIA:**

*Past Performance* will be evaluated on an Acceptable/Unacceptable basis. The Government will evaluate the offeror's quality, timeliness, and management of the offeror's past performance considering currency, relevancy, sources, context, and trends on recent (within the last 3 years) work performed under government and/or open market awards. Relevancy is defined as offeror's performance of similar work as defined in the statement of work (landscaping and grounds maintenance). Currency is defined as offeror's performance of similar work within the last 3 year period. ***If it is the offeror's intent is to utilize subcontractors to accomplish this work (and not the offeror's employees), a teaming arrangement must be signed and included in your proposal; relevant and current past performance information must also be provided on subcontractors.***

The vendor is required to provide a minimum of three (3) references for relevant projects within the last three (3) years that meet or exceed the scope of work necessary for this requirement.

Past Performance will be evaluated first (using all means available to include offeror's references, Past Performance Information Retrieval System (PPIRS), etc.). An Offeror shall obtain an acceptable rating to continue in the competition. Offerors' who are rated as unacceptable in Past Performance will be removed from further consideration for award. Price will be evaluated to determine reasonableness and realism of the proposed price. Unreasonable/Unrealistic Offers cannot be selected for award.

ACCEPTABLE: Proposal clearly meets the minimum requirements of the solicitation.

UNACCEPTABLE: Proposal does not clearly meet the minimum requirements of the solicitation.

**WAGE DETERMINATION:** Contract Work Hours and Safety Standards Act (formerly Service Contract Act of 1965) 2015-4045, REV 24, dated December 27, 2022 is applicable to this requirement. At time of award the most current version (if required) will be incorporated into the resulting award.

Rates can be found at: <http://www.sam.gov> . ***Be advised that the current prevailing Wage Determination will be incorporated at the time of award.*** In the event the current prevailing Wage Determination is changed by the Department of Labor after the closing date of this

solicitation, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors will be given a reasonable opportunity to provide revised quotes solely to amend for Wage Determination changes. This does not constitute and shall not constitute as discussions if award

**SITE VISIT INFORMATION AND INSTRUCTION:** Site visits will be available Wednesday and Thursday, March 22 and 23, 2023 9:00am to 2:00pm. Please schedule site visit two (2) days in advance of requested appointment date.

To schedule a site visit please email David Kosewski at [david.kosewski@noaa.gov](mailto:david.kosewski@noaa.gov) for an appointment.

ALL questions concerning this requirement (including any questions resulting from site visit) must be submitted in writing via email to the Contracting Officer [susan.faux@noaa.gov](mailto:susan.faux@noaa.gov).

**QUESTIONS:** Cutoff date for government acceptance of questions is *11:00AM (EST) on March 28, 2023*. All questions must be submitted in writing (email) to the Contracting Officer: [susan.faux@noaa.gov](mailto:susan.faux@noaa.gov). Contacting anyone other than the contracting officer is not permitted, and the may result in delay or removal from the solicitation process. The government will make every effort to reply to the questions submitted in a timely manner and will post RFI Tracking Log with all questions and answers in the same manner (location) in which the solicitation was posted (email).

**ACCEPTANCE PERIOD:** The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this offering if the offer/quote is accepted by the Government in writing within 60 days after the date offers are due. Offers providing less than the number of days specified will not be considered.

**NOTE:** In the event the Government does not award a contract pursuant to this solicitation within 60 days after receipt of quotes and award will be made without discussions, the following will apply: The Government reserves the right (1) allow offerors to extend their acceptance period or if that is not acceptable (2) will allow offerors to make an adjustment in their price quotes to allow pricing adjustments caused by fluctuating market conditions. The Contracting Officer will notify offerors, normally by electronic means (email) of a common closing date for receipt of the adjusted price quotes. No additional quote revisions will be allowed under these conditions. This does not constitute and shall not be construed as discussions. In the event the current prevailing Wage Determination is changed by the Department of Labor after the closing date of this solicitation, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors will be given a reasonable opportunity to provide revised quotes solely to amend for Wage Determination changes. This does not constitute and shall not constitute as discussions if award without discussions is contemplated.

**SOLICITATION END DATE:** Quotes are due no later than **11:00AM (EST) on 4 April 2023**.  
Electronic quotes may be transmitted by email to [susan.faux@noaa.gov](mailto:susan.faux@noaa.gov). Ensure you identify the documents in the subject as SOURCE SELECTION SENSITIVE.

**REFERENCES FOR (OFFEROR’S NAME):** \_\_\_\_\_

**PAST PERFORMANCE INFORMATION RELEVANT TO:** Landscaping and Grounds Maintenance Services for Woods Hole, MA. (Base plus Four (4)) Option Years

**PERFORMANCE POINTS TO CONSIDER:** Delivery of Services, Contract Management, Prompt Delivery, Invoicing, Problem Resolution

<b>Company/Client Name:</b>	
Point of Contact Name:	
<b>Phone Number:</b>	<b>Fax Number:</b>
Point of Contact E-Mail Address:	
Point of Contact Street Address:	
Point of Contact City, State, Zip:	
Contract/Purchase Order Number, if applicable:	
Period of Performance:	
Project Value:	
Brief Description of Work Performed:	

<b>Company/Client Name:</b>	
Point of Contact Name:	
<b>Phone Number:</b>	<b>Fax Number:</b>
Point of Contact E-Mail Address:	
Point of Contact Street Address:	
Point of Contact City, State, Zip:	
Contract/Purchase Order Number, if applicable:	
Period of Performance:	
Project Value:	
Brief Description of Work Performed:	

**REFERENCES FOR (OFFEROR'S NAME):** \_\_\_\_\_

**PAST PERFORMANCE INFORMATION RELEVANT TO:** Landscaping and Grounds Maintenance Services for Woods Hole, MA. (Base plus Four (4)) Option Years

**PERFORMANCE POINTS TO CONSIDER:** Delivery of Services, Contract Management, Prompt Delivery, Invoicing, Problem Resolution

<b>Company/Client Name:</b>
Point of Contact Name:
<b>Phone Number:</b> <span style="float: right;"><b>Fax Number:</b></span>
Point of Contact E-Mail Address:
Point of Contact Street Address:
Point of Contact City, State, Zip:
Contract/Purchase Order Number, if applicable:
Period of Performance:
Project Value:
Brief Description of Work Performed:

