REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
1305M326Q0251	06/22/2026			

5a. ISSUED BY WAD-OAR
325 BROADWAY, SOU6
BOULDER CO 80305

6. DELIVER BY *(Date)*
180 Days After Notice to Proceed

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
JAMIE ROSALES		

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE
PACIFIC MARINE ENVIRO LAB

b. STREET ADDRESS
7600 SAND POINT WAY NE
/R/PMEL

c. CITY
SEATTLE

d. STATE
WA

e. ZIP CODE
98115-6349

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
07/02/2026 1700 MD

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

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

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

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

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE
AREA CODE
NUMBER

c. TITLE *(Type or print)*

Section II - Supplies or Services and Price/Costs 3
Section III - Description/Specifications 4
Section IX - Contract Clauses 16
Section X - List of Attachments 44
Section XII - Instructions, Conditions, and Notices 54

Section II - Supplies or Services and Price/Costs

CLIN List

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for electrical repair at the NOAA Western Regional Center in Seattle, WA, in accordance with the Statement of Work. 6 months from Notice to Proceed. Award Type: Firm-fixed-price Product/Service Code: N061				

Section III - Description/Specifications

STATEMENT OF WORK SOW

WRC H32 Electrical Repairs
Table of Contents

PART 1: INFORMATION 3
1.1. BACKGROUND 3
1.2. PURPOSE 3
1.3. PROJECT IDENTIFICATION 3
1.4. CONTRACTING OFFICER (CO) 3
1.5. TECHNICAL POINT OF CONTACT (TPOC) 4
1.6. REFERENCES 4
1.7. GENERAL PROVISIONS 4
1.8. ACCESS TO THE WORKSITE 8
1.9. REQUIRED DELIVERABLES 11
1.10. WORK PLANS 12
1.10.1. Work Plan– General 12
1.11. QUALITY ASSURANCE 12
1.12. FINAL ACCEPTANCE AND INSPECTION 12
1.12.1. As-Built Drawings 12
1.12.2. Final Test and Inspection 12
PART 2: BASE REQUIREMENTS 13
PART 3: GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES 15
3.1. GENERAL 15
PART 4: CONTRACTOR FURNISHED ITEMS AND SERVICES 15
4.1. GENERAL 15
TECHNICAL EXHIBIT 1: REQUIREMENTS SUMMARY 16
TECHNICAL EXHIBIT 2: H32 ELECTRICAL STUDY – MCKINSTRY CO. 2021 - separate submission
TECHNICAL EXHIBIT 3: UPDATED H32 ELECTRICAL ONE-LINE DIAGRAM WITH CLINS – Separate submission
TECHNICAL EXHIBIT 4: PICTURES 17-23
TECHNICAL EXHIBIT 5: ARCHIVE H32 ELECTRICAL DRAWINGS - separate submission

PART 1: INFORMATION

1.1. BACKGROUND

NOAA's Western Regional Center (WRC) is located on the shores of Lake Washington at 7600 Sand Point Way NE, Seattle, Washington. Originally a Navy base, the site was acquired and developed by NOAA in the early 1980's. The WRC supports approximately 1,000 government personnel in nine buildings containing approximately 618,200 square feet on a campus of approximately 104 acres. The WRC was developed as a major consolidated NOAA owned facility intended to support all NOAA activities in Seattle. WRC tenants include all Line Offices (LOs), National Weather Service (NWS), National Marine Fisheries Service (NMFS), National Ocean Service (NOS), Oceanic and Atmospheric Research (OAR), National Environmental Satellite Data Information Service (NESDIS), and NOAA Marine and Aviation Operations (NMAO), and regional administrative functions.

1.2. PURPOSE
To remove old electrical panels and correct electrical safety issues identified in the McKinstry NOAA Hangar 32 Remediation Electrical Facility Assessment.

1.3. PROJECT IDENTIFICATION
Project Name: WRC H32 Electrical Repairs
Project Location:
NOAA Western Regional Center (WRC)
7600 Sand Point Way N.E.
Seattle, Washington 98115

Building Category: Risk Category II per UFC 3-301-01
1.4. REFERENCES
- Occupational Safety and Health Standards (OSHA) safety requirements.
- Unified Facilities Criteria (UFC) 1-200-01; which recognizes the international model codes: IBC, IECC; IMC; IPC; IFC; and NEC.
- Applicable local, state and federal codes and standards
- International Building Code (IBC) – 2018
- National Electric Code (NEC)

1.5. GENERAL PROVISIONS
The following general provisions shall be adhered to by the contractor.

1.6. Post Award Conference/Periodic Progress Meetings
The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the COR will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. The contractor shall provide meeting minutes from each meeting within three (3) business days and obtain the Government’s concurrence on the accuracy of the minutes. These meetings shall be at no additional cost to the government.

1.7. Contract Manager
The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the contract manager is absent shall be designated in writing to the CO and COR with the proposal or within three (3) business days of award. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.7.1. Schedules
The Contractor shall provide a detailed schedule, maintain that schedule throughout the award period, and provide any updates to the COR at least semi-weekly or when changes are made. COR must approve any changes to the agreed upon schedule.

1.7.2. Processing and Identification of Contractor Employees
Prior to commencing work under this contract, the contractor shall submit or have their employee submit the required security forms and number of copies as informed by the COR. The contractor, when notified that the Government rejected the suitability assessment forms shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this contract.
All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to obtain and wear badges in the performance of this task while on-site at a NOAA facility.
One day in advance of any mobilization on site, and as subsequent changes occur, the Contractor will submit to the COR:
a. A complete list of all employees, representatives, and subcontractor personnel on site. The list will include the name, age, and address of the individual.
b. A complete list and description of all vehicles and heavy equipment. The vehicle and equipment list shall include make, model, year built, and identifying markings.

1.7.3. Code Requirements
The Contractor shall perform all work in accordance with any applicable standards, codes, and/or regulations. The Contractor shall notify the COR of any non-compliance in the Statement of Work (SOW) documents to applicable codes and regulations prior to the commencement of work.

Changes in work after commencement of work due to code requirements of the enforcing agencies shall be performed by the Contractor at no additional cost to the Government.
Where the requirements of various codes conflict with each other or the SOW documents the Contractor shall bring these conflicts to the attention of the COR for clarification and resolution.

1.7.4. Government Provided Documentation
The Government does not warranty any documents provided to be free from discrepancies, ambiguities, errors, omissions, or changing conditions. It is the responsibility of the Contractor to confirm existing conditions and resolve discrepancies between documents.

1.7.5. Coordination with Utilities
The Contractor shall, as needed, cooperate and coordinate with Public Utilities and adhere to their work requirements. The Contractor shall not use a utility's scheduling to justify delays. The Contractor should work closely and early with local utility providers to ensure the work is completed on time.

1.7.6. Work Under Other Contracts
The Contractor shall cooperate with other contractors performing work at this facility. All work related to electrical or mechanical items shall be coordinated with the onsite Facilities Engineer and the onsite Operations and Maintenance contractor.

1.7.7. Permits
No permits required.

1.7.8. Safety
The contractor shall comply with the requirements of 29 CFR, Part 1910, Occupational Safety and Health Administration (OSHA) General Industry and Health Standards. The Contractor shall promptly correct any non-complying work or conditions. The 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 shall bear any responsibility for safety precautions at the project work site. If, however, in the opinion of the COR a life-threatening condition exists, the COR will orally (to be confirmed in writing) require the Contractor to immediately suspend work in the affected area until the condition is corrected. Whenever the Contractor's operations may create a hazardous condition, it shall at its own expense, furnish, install, and maintain such guards, fences, barricades, railing, light, signs, or other devices necessary to prevent accidents, injury to personnel or damage to equipment. The Contractor shall submit a job specific safety plan for review and approval by the Government within ten (14) calendar days after award of the contract for approval by the COR. The safety plan must be available on the job site at all times and must be reviewed with all subcontractors working under this contract for the duration of the project. The safety plan must also address the Contractor's Lock Out-Tag Out (LOTO) procedures.

1.7.9. COVID-19
The Contractor must follow all CDC and other Local, State, Federal guidelines related to COVID-19 at all times.

1.7.10. Security
The Contractor is responsible for its own security arrangement including its subcontractor's material, equipment, and personnel.

1.7.11. Key Control
There is no key control for Hangar 32. The hangar will be opened as required.
1.7.12. Work In-Progress
The Contractor shall be responsible for the protection and safe keeping of all work in progress prior to occupancy or final acceptance by the Government. The Contractor shall use plastic sheeting where required to prevent the spread of dust and grime to the surrounding work spaces or into ventilation systems.

1.7.13. Clean-up
The Contractor shall ensure that the project areas and all areas adjacent to the project area are maintained in a clean and safe condition. **Clean-up shall be performed on a daily basis.**
All debris from project operations shall be disposed of either off-site or in a contractor provided dumpster at no additional cost to the Government. The contractor shall work with the COR to determine placement of the dumpster if it is determined to be required.

1.7.14. Photography
Cameras are not permitted without written permission from the Security Office via the COR. If approved, permission will be granted in writing and will provide necessary guidelines. A copy of

any film and or electronic files will be turned over to the Security Office for their review and approval for a stated purpose/audience. The Contractor is responsible for any costs of processing any photos and any digital media used to transfer photos.

1.7.15. Smoke Free Environment
The WRC facilities are smoke free areas. The Contractor and its employees shall adhere to all applicable rules and regulations regarding maintenance of a smoke free environment on the job site.

1.7.16. Hazardous Materials
The Contractor shall not cause or permit any hazardous material to be brought upon, kept or used in or about the premises by its agents, employees, or subcontractors without the prior consent of the COR. Hazardous materials that are necessary to the performance of this contract shall be used, kept and stored in a manner that complies with all laws regulating any such hazardous material brought upon, used or kept at this site. The Contractor shall provide Safety Data Sheets (SDS) to the COR for any hazardous materials used in the performance of this contract.
As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, including but not limited to, those substances, materials, and wastes listed in the Department of Transportation Hazardous Material Table (49 CFR 172.101, Purpose and Use of Hazardous Materials Table) or by the Environmental Protection Agency as hazardous substances (40 CFR 68.130, List of Substances) and amendments thereto, petroleum products, or other substances, material and wastes that are or become regulated under any applicable local, state or Federal law.

1.7.17. Workmanship Standards
All methods, materials and workmanship provided by the Contractor under this contract shall, at a minimum, be performed in accordance with professional industry standards and shall comply with applicable International Building Codes for construction. **Field measurements are the responsibility of the Contractor.**

1.7.18. Qualified Workers and Removal
The contractor shall use only qualified workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work. Any contractor employee who is considered incompetent, careless, insubordinate, unsuitable or otherwise objectionable or whose continued employment is contrary to the public interest by the Government's designated representative will be promptly removed from the contract work upon notification to the Contractor by the CO that such conditions(s) described above exist.

1.7.19. Guarantee
The contractor shall guarantee all work to be in accordance with the contract requirements and free from defective or inferior materials, equipment, and workmanship for one year after the date of completion of work.

1.7.20. Existing Conditions
The Contractor shall perform a site visit to assess conditions. Any cost perceived or incurred

during the execution of work that is not anticipated and could have been avoided by gathering information as part of an on-site visit will be the full responsibility by the Contractor.

1.7.21. Unknown Task Requirements
The Contractor may encounter hidden deterioration or unknown damage that requires repair in the judgment of the Contractor. It is the Contractor's responsibility to determine the extent of the required repair and report such findings to the COR in writing. The Contractor's report to the COR shall include a detailed description of the damage and the proposed repair, the reason why the repair is necessary, and a detailed cost breakdown using the hourly rate, materials and subcontractor markup rates established in the Contractor's schedule of prices. Upon determination by the Contracting Officer and the COR that the reported work must be accomplished, the Contractor will be given a notice to proceed for such work via the issuance of a contract modification within a reasonable period of time.

1.8. ACCESS TO THE WORKSITE
All persons employed within the boundaries of the property or restricted-access areas therein, and all persons permitted to enter such property and areas shall comply with the security regulations for the NOAA WRC.
The Contractor shall coordinate any site visits with the Government.

1.8.1. Site Access
At the commencement of the work under this contract, the following security procedures shall apply to the Contractor and all subcontractors:
a. The Contractor must supply the COR with a list of individuals needing access to the site at least 24 hours before the individual will arrive on site. Individuals not on the access list will be turned away at the gate. Delays in work will not be allowed due to late or and incomplete listings of individuals to be on site.
b. The Contractor's vehicles, its subcontractor's vehicles, employees of the Contractor or subcontractors entering the NOAA WRC shall use the main gate located at 7600 Sand Point Way NE. The gate is open daily from 5:00 AM to 7:00 PM. The Contractor shall make arrangements with the COR for access on and off the site after these hours. The WRC normal business hours are 7:00 AM to 4:30 PM, Monday through Friday, excluding Federal Holidays. The Contractor will be required to conduct work during these hours. If the Contractor desires to work outside the normal business hours, the request will be submitted a minimum of 24 hours in advance to the COR to obtain approvals so that the Government may inspect the work progress.
c. The Contractor shall obtain a temporary Identification (ID) pass through the Security Office. The NOAA WRC Security Pass and ID Office hours are Monday through Friday, 9:00 AM to 4:00 PM. The Contractor shall arrive early to allow for sufficient time to process the associated paperwork. Two forms of identification are required, one of which must bear a photograph of the requestor.
d. Do not enter NOAA WRC buildings without building passes or park in unauthorized areas. The COR will provide the Contractor with a keycard to access the buildings during execution of this contract. The Contractor shall return the keycard to the COR upon completion of all work required by this contract.
e. In the case of any questions as to the eligibility of an individual to obtain a pass the Contractor shall notify the COR. The COR will obtain a determination whether the individual will be able to

obtain a pass.
f. Personnel may be subject to inspection of their personal effects when entering and leaving the facility. In addition, unscheduled inspections of personal effects may be made while on site.
g. The COR shall be notified if any scheduled work is canceled or rescheduled.
h. Effective January 19, 2015, the Real ID Act of 2005 (Public Law 109-13) mandates new requirements for State issued driver's licenses and identification cards. Access to the NOAA WRC will require one of the following forms of identification:

- State issued Real ID Compliant Driver's Licenses and Identification Cards (Enhanced Driver's License, and Identification Cards from a U.S. State or Territory),
- U.S. Passport,
- U.S. Passport Card,
- U.S. Department of Defense CAC, which includes the NOAA issued ID,
- U.S. Federal agency HSPD-12 compliant ID cards,
- U.S. Veterans ID
- U.S. Military Dependent's ID Card
- U.S. Trusted Traveler Card – Global Entry, SENTRI, or NEXUS
- U.S. Transportation Workers Identification Credential (TWIC)

Individuals wishing to have access to the NOAA WRC should ensure they have one of the above listed acceptable forms of personal identification.

1.8.2. National Emergencies
The Government reserves the right to close down the job site and order the Contractor personnel off of the premises in the event of a national emergency or shut down for as long as any security issues persist. The Contractor may only return to the site with verbal approval from the CO.
1.8.3. Recognized Holidays:
- New Year’s Day
- Martin Luther King Jr.’s Birthday
- President’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

In addition to the days designated as holidays, the Government observes the following days:
- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by a President's Proclamation

It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation except as set forth within the contract. If a contractor believes that an unplanned absence has an impact on the price or period of

performance, it should notify the contracting officer (CO) of the changed condition and submit a claim for equitable adjustment (see FAR 52.233-1).
Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract.

1.9. REQUIRED DELIVERABLES
The following items shall be delivered to the Government to consider the project substantially complete: Deliverables on attachments.

All deliverables listed above shall be submitted to the COR at the frequency, by the medium, and in the format and quantity listed above.

1.10. WORK PLANS
During the Preconstruction/Work Plan Phase, the contractor will be required to prepare all necessary drawings and work plans for NOAA's approval prior to commencement of the Construction Phase. During the Construction Phase, the contractor shall carry out such activities as are necessary to complete the construction in the approved design documents. The contractor shall be responsible for providing all of the necessary supervision, labor and materials to fully complete the work described below.

1.10.1. Work Plan– General
Provide a detailed package consisting of single line diagrams, design, engineering calculations, criteria, manufacturers' data/cut sheets, specifications, estimates, etc., suitable to provide details to construct or perform the work covered in this Statement of Objectives.

1.11. QUALITY ASSURANCE
The Contractor shall provide a QC plan for design review, construction, commissioning and demonstrate proper operation of the new generator and the supporting systems in accordance with the approved test
plan. Submit the QC plan as part of the Project Manual Submittal.

1.12. FINAL ACCEPTANCE AND INSPECTION
The Contractor shall advise the Government when all work is completed. The Government will not accept the work until it determines that all work has been satisfactorily completed within the terms of the contract.

1.12.1. As-Built Drawings
As-Built Drawings: The Contractor shall maintain an accurate set of as-built drawings to be updated daily and subject to inspection prior to approving invoices. If the as-built drawings are not updated, then the invoice will be disapproved. At the completion of the task order, as-built drawings shall be submitted to the COR. As-built drawings shall include an updated electrical one-line diagram.

1.12.2. Final Test and Inspection
The Contractor shall provide no less than two weeks notification to the COR prior to final inspection. The purpose of the final inspection is to ensure all systems are fully operational and ready for acceptance by the Government. If any system fails, the Contractor shall be liable to

pay any costs for government personnel to travel for re inspection. The Site QC Manager shall sign off on request for final inspection, verifying all items have been completed and are operational and ready for Government acceptance.

PART 2: BASE REQUIREMENTS
2.1. GENERAL

2.1.1. The Contractor shall provide a proposal that includes work plans with associated supporting information and pricing for NOAA' s consideration for the work related to each building commensurate with the Requirements listed in Part 2.

2.1.2. Review Hangar 32 electrical system report from McKinstry (2021). See technical exhibits.

2.1.3. The Contractor shall provide one-line electrical diagrams for H32 with associated breaker and wire sizes as well as updated panel schedules for new and existing panels that are used. Drawings and panel schedules shall be Stamped by an Electrical Professional Engineer licensed in the State of Washington. Provide Stamped electrical load calculations and power metering results as required by the NEC.

2.1.4. Provide detailed costs for all enhancements and/or construction as outlined for each building and/or CLIN separately.

a. Proposal shall clearly show *labor, including hourly rates*, *and materials breakouts* for all major scopes (CLINS) and phases of the project, including subcontractor and consultant costs.
b. Proposal shall include an electronic copy of the associated cost information output in a Microsoft Excel format.

2.1.5. The Contractor shall walk the site with the COR prior to submitting a Proposal.

2.1.6. Provide all labor, materials, and management required to complete all of the construction, changes, and modifications to the facility as outlined.

2.1.7. Submittals, schedules, and other submissions are preferred to be managed by a Contractor provided web-based construction planning service such as Procore or similar. Equipment submittals shall have the associated equipment schedule provided at the front of the submittal.

2.1.8. Project Milestone Plan shall be routinely updated to reflect equipment lead times and other impacted schedule dates.
2.1.9. The contractor shall provide bi-weekly updates during the design phase in the form of virtual meetings and published status updates.

2.1.10. Submittals:
a. Front loaded Submittal approval of long lead items is encouraged.
b. Submittals for scheduled equipment shall include the appropriate equipment schedule at the front of the submittal.
c. Submittals shall not be generic and information not pertinent to the equipment provided shall be crossed-out.

HANGAR 32 POWER INFRASTRUCTURE UPGRADES
Refer to drawings in the Technical Exhibits 1,2,3,4 and pictures for details.

2.2.1. Panel Repairs Room 1109

Provide all services to repair faulty installation in panel F2 (#647) as noted in the McKinstry Survey.
- Demo and make safe any noticeable exposed wires or unused electrical equipment in room as identified during a contractor walkthrough.

2.2.2. NE Stairwell and Hangar Entry
Provide all services to demo old, unused, unsafe panels, disconnects, fuse boxes in north west stairwell.
- See one line diagram for scope. Items: #654, S6, #651, Old empty panel, old Panel B single phase, old panel B three phase
- Demo and make safe any noticeable exposed wires or unused electrical equipment in room as identified during a contractor walkthrough.
- Take precautions when working at the wall between the stairwell and hangar as it is transite (asbestos based) material that shall not be disturbed without proper abatement.
- Remove all old, unused, unsafe panels, disconnects, fuse boxes.
- Remove pass through panel F and reroute power to Panel GG on Level 2.
- Make repairs to Panel DD and associated equipment as noted in the McKinstry Hangar 32 Remediation Electrical Facility Assessment and any other code problems discovered.
- Install new Generator Manual Transfer Switch and connection to power panel DD.
- Cut all dead wires back to the floor, remove wires from panels removed to the nearest J-Box outside of the stairwell. Make all safe.
- Return old panels to NOAA for recycling.
- Repair wall openings and provide fresh new sheetrock, taped, mudded and finished. Painting not required.

2.2.3. Center Wind Tunnel
Provide all services to repair associated equipment as noted in the McKinstry Hangar 32 Remediation Electrical Facility Assessment and any other code problems discovered See one line diagram for scope.
- Demo and make safe any noticeable exposed wires or unused electrical equipment in room as identified during a contractor walkthrough.

2.2.4. SE Stairwell and Hangar Entry
Provide all services to demo old, unused, unsafe panels, disconnects, fuse boxes in south east stairwell.
- See one line diagram for scope. Items: Item # 657, #658, #659, #664, #666 Old empty panel, old Panel C single phase, old panel C three phase, Panel CB-1 #663
- Demo and make safe any noticeable exposed wires or unused electrical equipment in room as identified during a contractor walkthrough.
- Take precautions when working at the wall between the stairwell and hangar as it is transite (asbestos based) material that shall not be disturbed without proper abatement.
- Remove all old, unused, unsafe panels, disconnects, fuse boxes.
- Validate Service of panels C, they appear to not be in use.

- Make repairs to associated equipment as noted in the McKinstry Hangar 32 Remediation Electrical Facility Assessment and any other code problems discovered.

- Cut all dead wires back to the floor, remove wires from panels removed to the nearest J-Box outside of the stairwell. Make all safe.
- Return old panels to NOAA for recycling.
- Relocate Panel CB-1 for proper access
- Repair wall openings and provide fresh new sheetrock, taped, mudded and finished. Painting not required.

2.2.5. SW Stairwell and Hangar Entry
Provide all services to demo old, unused, unsafe panels, disconnects, fuse boxes in south west stairwell.
- See one line diagram for scope. Items: (2) old empty panels, Panel D #679, Panel P2 #680, FU-1 #668,
- Demo and make safe any noticeable exposed wires or unused electrical equipment in room as identified during a contractor walkthrough.
- Take precautions when working at the wall between the stairwell and hangar as it is transite (asbestos based) material that shall not be disturbed without proper abatement.
- Remove all old, unused, unsafe panels, disconnects, fuse boxes.
- Make repairs to associated equipment as noted in the McKinstry Hangar 32 Remediation Electrical Facility Assessment and any other code problems discovered.
- Cut all dead wires back to the floor, remove wires from panels removed to the nearest J-Box outside of the stairwell. Make all safe.
- Return old panels to NOAA for recycling.
- Repair wall openings and provide fresh new sheetrock, taped, mudded and finished. Painting not required.

PART 3: GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1. GENERAL
The government shall provide the utilities listed below:

3.1.1. All utilities in the facility will be available for the contractor's use in performance of duties outlined
in this SOW. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

3.1.2. Restroom facilities are available for the Contractor's use and are located in Hangar 32.

3.1.3. The contractor may utilize the NOAA basket lift to access the hangar trusses for installing conduit and wiring.

PART 4: CONTRACTOR FURNISHED ITEMS AND SERVICES
4.1. GENERAL
Except for those items specifically stated to be government furnished in Part 3, the contractor shall

furnish everything required to perform the work outlined herein.

Section IX - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
52.222-9	Apprentices and Trainees (JUL 2005) (DEVIATION FEB 2025)
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13	System for Award Management-Maintenance. (OCT 2018) (Deviation JAN 2026)
52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation JAN 2026)
52.219-6	Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)
52.222-3	Convict Labor. (JUN 2003)
52.222-6	Construction Wage Rate Requirements. (AUG 2018) (Deviation JAN 2026)
52.222-7	Withholding of Funds. (MAY 2014)
52.222-8	Payrolls and Basic Records. (JUL 2021)
52.222-10	Compliance With Copeland Act Requirements. (FEB 1988)
52.222-11	Subcontracts (Labor Standards). (MAY 2014) (Deviation JAN 2026)
52.222-12	Contract Termination - Debarment. (MAY 2014)
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
52.222-14	Disputes Concerning Labor Standards. (FEB 1988)
52.222-15	Certification of Eligibility. (MAY 2014)
52.222-50	Combating Trafficking in Persons. (OCT 2025) (Deviation JAN 2026)
52.222-54	Employment Eligibility Verification. (JAN 2025) (Deviation JAN 2026)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)
52.222-62	Paid Sick Leave Under Executive Order 13706. (JAN 2022)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (MAY 2024) (Deviation JAN 2026)
52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2024)
52.223-23	Sustainable Products. (MAY 2024) ((DEVIATION Jan 2026))
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)
52.227-4	Patent Indemnity--Construction Contracts. (DEC 2007)
52.228-2	Additional Bond Security. (OCT 1997)

Clause Number	Clause Title
52.228-11	Individual Surety-Pledge of Assets. (FEB 2021)
52.228-15	Performance and Payment Bonds - Construction. (JUN 2020)
52.232-5	Payments Under Fixed-Price Construction Contracts. (MAY 2014)
52.232-23	Assignment of Claims. (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts. (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-3	Protest after Award. (AUG 1996) (Deviation JAN 2026)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation JAN 2026)
52.236-5	Material and Workmanship. (APR 1984) (Deviation JAN 2026)
52.236-7	Permits and Responsibilities. (NOV 1991) (Deviation JAN 2026)
52.236-14	Availability and Use of Utility Services. (APR 1984) (Deviation JAN 2026)
52.236-17	Layout of Work. (APR 1984) (Deviation JAN 2026)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.240-91	Security Prohibitions and Exclusions. (Deviation JAN 2026)
52.242-14	Suspension of Work. (APR 1984)
52.243-5	Changes and Changed Conditions. (APR 1984) (Deviation JUN 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION April 2026)
52.246-21	Warranty of Construction. (MAR 1994)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
52.249-4	Termination for Convenience of the Government (Services) (Short Form). (APR 1984)
52.249-10	Default (Fixed-Price Construction). (APR 1984)
1352.201-70	Contracting Officer's Authority. (MAR 2010)
1352.209-73	Compliance with the laws. (APR 2010)
1352.209-74	Organizational conflict of interest. (APR 2010)

Standard Language UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

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

RFO 52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation JAN 2026)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g*., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g*., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid

within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

RFO 52.222-90 Addressing DEI Discrimination by Federal Contractors ((DEVIATION April 2026))

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g*., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

RFO 52.225-9 Buy American - Construction Materials. (OCT 2022) (Deviation JAN 2026)

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

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies.

However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(*1*) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(*2*) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(*1*) of this clause.

(*3*) The procedures in paragraph (b)(3)(i)(A)(*2*) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*. (*1*) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(*2*) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by

applying the evaluation factor listed in paragraph (b)(3)(i)(B)(*1*) of this clause.

(*3*) The procedures in paragraph (b)(3)(i)(B)(*2*) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute*. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	**Unit of measure**	**Quantity**	**Price (dollars)***
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)]*.

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

RFO 52.228-14 Irrevocable Letter of Credit. (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and-

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of-

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of-

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least $25 million in the past year, ILCs over $5 million must be confirmed by another

acceptable financial institution that had letter of credit business of at least $25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site *http://www.sec.gov/answers/nrsro.htm* maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

_____

Issuing Financial Institution's Letterhead or Name and Address

Issue Date _____

Irrevocable Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (*for reference only*)

To: (*U.S. Government agency)*

(U.S. Government agency's address)

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at (issuing financial institution's and, if any, confirming financial institution's) office at (issuing financial institution's address and, if any, confirming financial institution's address) and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. (This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.) It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you,

we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No.___ (*Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition"*) and to the extent not inconsistent therewith, to the laws of _____ (*State of confirming financial institution, if any, otherwise State of issuing financial institution*).

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____
(Issuing financial institution)

(f) The following format shall be used by the financial institution to confirm an ILC:

(*Confirming Financial Institution's Letterhead or Name and Address)*

(Date)

Our Letter of Credit Advice Number _____

Beneficiary: _____ (*U.S. Government agency*)

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ (*name of issuing financial institution*) for drawings of up to United States dollars _____/U.S. $_____ and expiring with our close of business on _____ (*the expiration date*), or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. (*This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered*.) It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No.___ (*Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition"*) and to the extent not inconsistent therewith, to the laws of _____ (*State of confirming financial institution*).

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____
(*Confirming financial institution*)

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

Sight draft

_____
(City, State)

(Date)_____

(Name and address of financial institution)

Pay to the order of _____ (*Beneficiary Agency)* _____ the sum of United States $_____. This draft is drawn under Irrevocable Letter of Credit No. _____.

_____
(Beneficiary Agency)

_____
(*By)*

(End of clause)

RFO 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

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

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

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

(End of clause)

CAR 1352.201-72 Contracting Officer's Representative (COR). (APR 2010)

(a) The Contracting Officer’s Representative (COR) will be identified at time of award. The COR may be changed at any time by the Government without prior notice to the contractor by issuance of a new appointment letter. The location of the COR will be provided at the issuance of the COR appointment letter.

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

CAR 1352.245-70 Government furnished property. (APR 2010)

The Government will provide the following item(s) of Government property to the contractor . The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this contract.

All utilities in the facility will be available for the contractor's use in performance of duties outlined in this SOW. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

Restroom facilities are available for the Contractor's use and are located in Hangar 32.

The contractor may utilize the NOAA basket lift to access the hangar trusses for installing conduit and wiring.

(End of clause)

CAR 1352.246-70 Place of acceptance. (APR 2010)

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

(b) The place of acceptance will be:

NOAA Western Regional Center (WRC)
7600 Sand Point Way N.E.
Seattle, Washington 98115

(End of clause)

CAR 1352.270-70 Period of performance. (APR 2010)

(a) The base period of performance of this contract must be completed within 6 months from Notice to Proceed. 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:

There are no option periods.

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

(End of clause)

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

In accordance with NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy, it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NOAA prohibits sexual assault and sexual harassment

by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA.

(a) Definitions.

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

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

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

● Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;

● Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;

● The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

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

(b) Requirements.

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.

2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontractor.

3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the COR, subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain

guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6.07, Reporting from Remote Locations.

4. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.

5. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).

6. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, Prevention Training and Awareness, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within [ ] business days (30 unless a different number is inserted) of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

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

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

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

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

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

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

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

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

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

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

● Phone: 1-866-288-6558

● Website & Online Chat: https://www.noaasashhelpline.org/

● Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)

● Text: (202) 335-0265

(d) Confidentiality.

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

(e) Remedies.

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

1. Requiring the contractor to remove a contractor employee or employees from the performance of the contract;

2. Requiring the contractor to terminate a subcontract;

3. Suspension of contract payments until the Contractor has taken appropriate remedial action;

4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;

5. Suspension or debarment; or

6. Other appropriate action.

(End of solicitation and contract language)

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

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

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

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: [Contracting Officer list required invoice attachment(s); none if left blank].

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

● Included in NOAA's locator, and

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

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

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

(End of solicitation and contract language)

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

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

in the best interest of the Government to afford both parties an understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

(End of solicitation and contract language)

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

(a)

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

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

i. Federal public holidays for Federal employees in accordance with 5 U.S.C. 6103;

ii. Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;

iii. Occupational safety or health hazards;

iv. Lapse in Appropriations; or

v. Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

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

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

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

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

1. Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;

2. Forego the work; or

3. Reschedule the work by mutual agreement of the parties.

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

1. The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure

in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.

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

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

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

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

(End of solicitation and contract language)

NOAA Acquisition Manual 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)

Section X - List of Attachments

Attachment Number	Title
1	4 TECHNICAL EXHIBIT 1 145027-26-0030
2	4.1 Technical Exhibit 2_145027-26-0030
3	4.2 Technical Exhibit 3_145027-26-0030
4	4.3 Technical Exhibit 4_145027-26-0030
5	4.4 Deliverables and Technical Exhibit 1305M326Q0251
6	4.5 SOW Pictures 145027-26-0030

THE GENERAL DECISION (GD) WA20260108 MODIFICATION 1 POSTED ON 05/18/2026

"General Decision Number: WA20260108 05/18/2026

State: Washington

Construction Types: Building

Counties: Washington Counties of
King

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0007-007 06/01/2025

	Rates	Fringes
HEAT & FROST INSULATOR (INCLUDES DUCT, PIPE AND MECHANICAL SYSTEMS)	$ 75.37	18.82

BRWA0001-013 06/01/2025

	Rates	Fringes
TILE SETTER	$ 49.70	18.62
TILE FINISHER	$ 40.98	18.17

BRWA0001-015 06/01/2025

	Rates	Fringes
BRICKLAYER	$ 55.34	20.05

BRWA0001-022 06/01/2025

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 51.70	18.62
TERRAZZO FINISHER	$ 40.98	18.17

MASON - STONE.....$ 55.34 20.05
MARBLE SETTER.....$ 49.70 18.62
MARBLE FINISHER.....$ 40.98 18.17

CARP0096-001 06/01/2025
Rates Fringes
MILLWRIGHT.....$ 55.39 22.38

CARP0206-001 06/01/2025
Rates Fringes
CARPENTER (INCLUDES ACOUSTICAL CEILING MECHANIC &
DRY HANGER).....$ 63.98 19.13

ELEC0046-003 08/04/2025
Rates Fringes
ELECTRICIAN.....$ 75.96 33.48

ENGI0302-055 06/01/2025
Rates Fringes
OPERATOR: SCREED.....$ 61.14 25.57
OPERATOR: ROLLER (PLANT MIX OR MULTI-LIFT
MATERIALS).....$ 60.46 27.57
OPERATOR: ROLLER (OTHER THAN PLANT MIX).....$ 56.63 27.57
OPERATOR: OILER (TRUCK CRANE OILER/DRIVER: 100
TONS AND OVER).....$ 60.46 27.57
OPERATOR: OILER (DRILL OILERS: AUGER TYPE, TRUCK
OR CRANE MOUNT; TRUCK CRANE OILER/DRIVER: UNDER 100
TONS).....$ 61.14 27.57
OPERATOR: LOADER (OVERHEAD 6 YARDS BUT NOT
INCLUDING 8 YARDS).....$ 61.14 27.57
OPERATOR: CRANE (45 TONS THROUGH 99 TONS, UNDER
150' OF BOOM (INCLUDING JIB WITH ATTACHMENTS)).....$ 61.93 27.75
OPERATOR: CRANE (20 TONS THROUGH 44 TONS WITH
ATTACHMENTS; TRUCK CRANE OILER/DRIVER: 100 TONS)....$ 61.14 27.75
OPERATOR: CRANE (100 TONS THROUGH 199 TONS, OR
150' OF BOOM (INCLUDING JIB WITH ATTACHMENTS)).....$ 62.85 27.75
OPERATOR: CONCRETE PUMP (TRUCK MOUNT WITH BOOM
ATTACHMENT OVER 42M).....$ 61.93 27.57
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE (UNDER 15
METRIC TONS).....$ 60.46 27.57
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE (OVER 30
METRIC TONS AND UP TO 50 METRIC TONS).....$ 61.93 27.57
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE (15 TO 30

METRIC TONS).....$ 61.14 27.57

ENGI0302-096 06/01/2025
Rates Fringes
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND
CONCRETE).....$ 61.93 27.57
OPERATOR: GRADER/BLADE.....$ 61.93 27.57
OPERATOR: BULLDOZER (D9 & UNDER).....$ 60.46 27.57
OPERATOR: BLADE FINISH.....$ 61.14 27.57

IRON0086-006 07/07/2025
Rates Fringes
IRONWORKER.....$ 57.94 34.52

LABO0242-011 06/01/2025
Rates Fringes
LABORER: ASBESTOS ABATEMENT (REMOVAL FROM FLOORS,
WALLS, & CEILINGS).....$ 50.38 16.96

LABO0242-012 06/01/2025
Rates Fringes
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER,
SPREADER AND DISTRIBUTOR.....$ 52.31 17.01

LABO0242-013 06/01/2025
Rates Fringes
LABORER: COMMON OR GENERAL.....$ 50.38 16.96

LABO0242-014 06/01/2025
Rates Fringes
LABORER: CONCRETE SAW CHAIN.....$ 51.52 16.99

LABO0242-015 06/01/2025
Rates Fringes
LABORER: FORM STRIPPING.....$ 50.38 16.96

LABO0242-016 06/01/2025
Rates Fringes
LABORER: HOD CARRIER.....$ 52.31 17.01

LABO0242-017 06/01/2025

	Rates	Fringes
LABORER: GRADE CHECKER	$ 52.31	17.01

LABO0242-018 06/01/2025

	Rates	Fringes
LABORER: JACKHAMMER	$ 51.52	16.99

LABO0242-019 06/01/2025

	Rates	Fringes
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 50.38	16.96

LABO0242-020 06/01/2025

	Rates	Fringes
LABORER: NOZZLE PERSON	$ 52.31	17.01

LABO0242-021 06/01/2025

	Rates	Fringes
SCAFFOLD BUILDER	$ 50.38	16.96

LABO0242-022 06/01/2025

	Rates	Fringes
TRAFFIC CONTROL: FLAGGER	$ 40.88	16.72

LABO0252-017 06/01/2025

	Rates	Fringes
LABORER, MASON TENDER BRICK	$ 50.38	16.96

LABO0335-007 06/01/2025

	Rates	Fringes
LABORER: FIRE WATCH	$ 40.56	15.60

PAIN0188-001 07/01/2025

	Rates	Fringes
GLAZIER	$ 61.14	23.76

PAIN0300-003 07/01/2025

	Rates	Fringes
PAINTER	$ 41.24	14.70

PAIN0364-001 07/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 53.59	23.65

PAIN1238-001 07/01/2025

	Rates	Fringes
FLOOR LAYER: SOFT FLOORS	$ 42.01	20.20

PLAS0528-009 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 54.16	21.27

PLAS0528-010 06/01/2024

	Rates	Fringes
PLASTERER	$ 52.50	20.67

PLUM0032-003 06/01/2025

	Rates	Fringes
PIPEFITTER	$ 75.21	33.88

PLUM0032-005 06/01/2025

	Rates	Fringes
PLUMBER	$ 75.21	33.88

ROOF0153-006 02/01/2024

	Rates	Fringes
ROOFER	$ 48.01	16.44

SFWA0699-004 07/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 68.89	33.80

SHEE0066-014 06/01/2025

	Rates	Fringes

SHEET METAL WORKER.....$ 69.86 33.39

SUWA2018-008 03/01/2024

	Rates	Fringes
OPERATOR: MECHANIC	$ 42.85	19.20
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 40.53	9.56
LABORER: LANDSCAPE	$ 18.41	3.20

TEAM0174-009 06/01/2025

	Rates	Fringes
TRUCK DRIVER: CONCRETE TRUCK	$ 55.43	27.52

TEAM0174-010 06/01/2025

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK (LESS THAN 16 YARD CAPACITY)	$ 54.59	27.52
TRUCK DRIVER: DUMP TRUCK (16 TO 30 YARD CAPACITY)	$ 55.43	27.52

TEAM0174-011 06/01/2025

	Rates	Fringes
TRUCK DRIVER: PICKUP TRUCK	$ 51.78	27.52

UAVGWA0002 03/01/2024

	Rates	Fringes
OPERATOR: DRILL	$ 56.42	21.15

UAVGWA0005 03/01/2024

	Rates	Fringes
LABORER: PIPELAYER	$ 45.61	14.40

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION

"

Section XII - Instructions, Conditions, and Notices

RFO 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)

RFO 52.204-7 System for Award Management-Registration. (NOV 2024) (Deviation JAN 2026)

RFO 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation JAN 2026)

FAR 52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)

RFO 52.223-1 Biobased Product Certification. (MAY 2024) (Deviation JAN 2026)

RFO 52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)

RFO 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee). (FEB 2021)

RFO 52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation JAN 2026)

RFO 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation JAN 2026)

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

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

1. **Technical Approach and Capability.**
A detailed technical approach write-up describing how the Offeror will perform this service is required to be submitted with the quote regardless of whether a site visit was made or not. The technical approach write-up must not be a reiteration of the Statement of Work, but how your company plans on performing the tasks listed in the attached Statement of Work. (i.e. performance checklists, anticipated number of employees, anticipated hours at the facility and/or confirmation of supplies being provided, etc.) Must include Asbestos-Containing Materials Certification in quote.

2. **Experience.**
Offeror must have knowledge and experience with electrical repairs. Provide a detailed description of the company's experience performing similar services.

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

4. **Price.**
Quote must be submitted on a request of quote Form SF18 and the acceptable bid guarantee submission must be provided in submitted quote. The certification and accreditation requirements of Clause 1352.239-72 do not apply (even though that clause is not included in this order), and a Security Accreditation Package is not required.

RFO 52.212-2 Evaluation-Commercial Products and Commercial Services. (NOV 2021) (Deviation JAN 2026)

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

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

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

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

The Government may make award to other than the lowest-priced Offeror or the Offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government.

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

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

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

1. **Technical Approach and Capability.**
The Offeror's overall technical approach will be evaluated to assess the Government's level of confidence in the Offeror's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. Quote must include Asbestos-Containing Materials Certification.

2. **Experience.**
The offeror's background, experience, and qualifications (relevant past projects performing similar services, certifications related to current requirement, etc.) will be assessed to determine the likelihood that the offeror can successfully perform the contract requirements. Offeror must have knowledge and experience with electrical repairs.

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

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

4. **Price.**
The quoted prices will be evaluated but not scored. Acceptable bid guarantee submission must be provided in submitted quote. The Government will evaluate the price quote for completeness and reasonableness in relation to the RFQ requirements. Quoted prices must be entirely compatible with the Non-Price Technical Solution.

(a) 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).

(b) 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)

RFO 52.228-1 Bid Guarantee. (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3 Million, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

RFO 52.237-1 Site Visit. (APR 1984)

A site visit is highly recommended but not required. Vendors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Please contact Scott Burnham via email scott.burnham@noaa.gov to set up a time to visit the site. All questions during the site visit should be submitted electronically to Jamie.Rosales@noaa.gov.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/browse/index/far

(End of provision)

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

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

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

(End of provision)

CAR 1352.215-72 Inquiries. (APR 2010)

OFFERORS MUST SUBMIT ALL QUESTIONS CONCERNING THIS SOLICITATION IN WRITING VIA EMAIL TO JAMIE.ROSALES@NOAA.GOV. QUESTIONS SHOULD BE RECEIVED NO LATER THAN 06/29/2026. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

CAR 1352.233-70 Agency protests. (APR 2010)

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

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:
Jamie Rosales-Wold
Jamie.Rosales@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Bianca Bueno
Bianca.Bueno@noaa.gov

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

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

(End of clause)

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

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

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

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

(End of clause)