COMBINED SYNOPSIS/SOLICITATION

Title: Leatherback Anchor Deployment Device (LADD)

(i) This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued.

Solicitation number 1333MF26Q0060 is issued as a request for quotation (RFQ).

This acquisition is set-aside for small business concerns. The associated NAICS code is 334511. The small business size standard is 1,350 employees.

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

This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

(ii) A list of line-item number(s) and items, quantities, and units of measure (including option(s), if applicable).

CLIN 0001 – Leatherback Anchor Deployment Device (LADD), including all shipping costs in accordance with the Statement of Need - Qty eight (8), firm-fixed price.

(iii) Description of requirements for the items to be acquired:

See attached Statement of Need

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

(iv) Date(s) and place(s) of delivery and acceptance and f.o.b. point (see part 47).

The period of performance shall be nine (9) months from the date of award. The anticipated award date is 8/1/2026.

Shipping terms must be FOB Destination.

Delivery Location:
Daniel K. Inouye Regional Center
National Marine Fisheries Service
Pacific Islands Fisheries Science Center
1845 Wasp Boulevard, B176
Honolulu, HI 96818

The start date is an estimate and is subject to new funding approval processes. If there is a significant delay in awarding this contract, a shortened base year Period of Performance may be utilized or an updated quote may be requested.

(v) A list of solicitation provisions that apply to the acquisition (see 12.205(a)) can be found on the Request for Quote Form SF18 attachment in Section 5 Other Contract Terms and Conditions.

(vi) A list of contract clauses that apply to the acquisition (see 12.205(b)) can be found on the Request for Quote Form SF18 attachment in Section 4 Contract Terms and Conditions.

(vii) Quotes are required to be received in the contracting office no later than 2:00 p.m. HAST on 07/21/2026. All quotes must be submitted electronically via email to stephanie.m.garnett@noaa.gov.

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

(viii) Any other additional information required by 5.101(c).

Per NOAA Deviation 2025-02/03: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Contracting officers will not consider those representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

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
1333MF26Q0060	07/10/2026	143071-26-0037		

5a. ISSUED BY NMFS Field Delegates
601 EAST 12TH STREET SUITE 1746
KANSAS CITY MO 64106

6. DELIVER BY *(Date)*

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

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

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
STEPHANIE GARNETT		

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE
NMFS PIFSC OPRTN MGMT/INFO DIV

b. STREET ADDRESS
F/PIC1 NAT'L MARINE FISH SVC
1845 WASP BLVD, BLDG 176

c. CITY
HONOLULU

d. STATE
HI

e. ZIP CODE
96818-5007

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
07/21/2026 0200 HT

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)
0001	Leatherback Anchor Deployment Device (LADD) Product/Service Code: 6640 Period of Performance: 08/01/2026 to 04/30/2027				

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)*

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Section 2 - Combined Synopsis/Solicitation

Statement of Work Statement of Work

SCOPE OF WORK
Leatherback Anchor Deployment Device (LADD)
(Revised June 4, 2026)

Background

To better study endangered leatherback sea turtles accidentally caught in commercial fisheries, the Pacific Islands Fisheries Science Center (PIFSC) requires an improved Leatherback Anchor Deployment Device (LADD). This tool will allow field personnel to safely and securely attach satellite tracking transmitters to the turtles' carapaces for post-interaction research.

The intent of this document is to outline the project's needs and requirements. This document is not intended to be a design specification. Vendors are encouraged to propose appropriate and economical options to meet the project's needs.

Period of Performance

To accommodate operational exigencies, the total period of performance shall be nine (9) months from the date of award. However, the expectation is that the Contractor shall complete the comprehensive redesign of the Leatherback Anchor Deployment Device (LADD) and deliver two (2) Version 2.0 prototypes within three (3) months of award to facilitate NOAA testing. Following prototype delivery, the Contractor shall produce and deliver six (6) additional production units not later than six (6) months from the date of award.

Vendor Capabilities

The Contractor shall possess established and demonstrated capabilities to design, prototype, and manufacture scientific instrumentation utilized in the Hawaii/Pacific region and other marine environments. The Contractor shall maintain the fabrication and precision-machining infrastructure required to support the seamless transition from rapid prototyping through short-run and full-run production of precise-tolerance marine instruments.

To ensure successful execution, qualified personnel must have documented experience in design and fabrication utilizing steel, stainless steel, aluminum, plastics, and composite materials. The Contractor shall maintain the communication skills and logistical capability required to collaborate in person with PIFSC project leads, and must demonstrate proficiency in generating Computer-Aided Design (CAD) drawings, technical schematics, and design proposals.

For production and machining operations, the Contractor shall maintain fabrication capabilities, to include 4-axis CNC milling, 6-axis CNC lathes, and laser and waterjet cutting, plasma cutting, oxy-acetylene cutting and brazing, MIG welding (steel and stainless steel), and TIG welding (aluminum and stainless steel). The Contractor's facility shall support all necessary post-fabrication and finishing processes such as abrasive blasting, powder coating, and heat treating.

The successful awardee will be required to execute a Non-Disclosure Agreement prior to the performance of work under this purchase order in order to limit the release of any Intellectual Property.

Scope of Work

The Vendor shall provide all labor, supervision, equipment, tools, materials, software, facilities, and technical expertise necessary to perform product evaluation, design, machining, and fabrication services. The delivered units must be suitable for sustained operation in the marine environment with appropriate material selection, coatings, finishes, and fabrication methods.

1. Execute a comprehensive redesign of the Version 1.0 Leatherback Anchor Deployment Device (LADD) and deliver two (2) fully functional LADD Version 2.0 units ready for field testing.
    1. The Version 2.0 design must optimize mechanical assembly, trigger mechanism, and deployment repeatability while maintaining legacy spring tension and associated mechanical factors to achieve similar penetration characteristics of the Version 1.0 device.
    2. The Version 2.0 device shall incorporate modular design construction and the ability to adjust the apparatus length.
    3. The Contractor shall utilize appropriate material selection, coatings, finishes, and fabrication methods for a device that will be operated in a marine environment for a minimum five (5) year service life.
    4. The Contractor shall provide technical support during product evaluation and testing activities.
    5. The Contractor shall assist in analyzing product performance and identifying additional improvement opportunities.
    6. The Contractor shall be available in Honolulu, Hawaii to demonstrate and review designs with PIFSC personnel.
2. Manufacture and deliver a total of eight (8) units and provide a complete Technical Data Package (TDP). Inspect and verify each manufactured unit for dimensional accuracy, fit, finish, and operational functionality prior to delivery.
    1. The Technical Data Package (TDP) shall include, but is not limited to, the following.
        1. Computer-Aided Design (CAD) drawings and 3D models.
        2. Technical drawings and fabrication documentation sufficient for manufacturing.
        3. Detailed bill of materials (BOM) suitable for manufacturing

Deliverable	Due Date/First Instance Due	Recurring

Section 3 - Line Items and Attachments

List of Line Items

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	Leatherback Anchor Deployment Device (LADD) Product/Service Code: 6640				

List of Attachments

Attachment Number	Title

Section 4 - Contract Terms and Conditions

RFO 52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

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

RFO 52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation JAN 2026)

RFO 52.209-4 First Article Approval-Government Testing. (SEP 1989) (Deviation JAN 2026)

[*Contracting Officer inserts details*]

(a) The Contractor shall deliver 2 unit(s) of Lot/Item Leatherback Anchor Deployment Device (LADD) within 90 calendar days from the date of this contract to the Government at NOAA/NMFS/PIFSC, 1845 Wasp Boulevard, B-176, Honolulu, HI 96818 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. This contract elsewhere specifies the characteristics that the first article must meet and the testing requirements.

(b) Within 180 calendar days after the Government receives the first article, the Contracting Officer will notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

(c) If the Government disapproves the first article, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time the Government specifies. The Government will act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor will have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor-

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer will, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates, the contract price, or both, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

RFO 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation JAN 2026)

RFO 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation JAN 2026)

RFO 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)

RFO 52.219-14 Limitations on Subcontracting. (OCT 2022) (Deviation JAN 2026)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate*.]

[ ] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

FAR 52.222-3 Convict Labor. (JUN 2003)

RFO 52.222-19 Child Labor-Cooperation with Authorities and Remedies. (JAN 2025) (Deviation JAN 2026)

RFO 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation JAN 2026)

FAR 52.222-41 Service Contract Labor Standards. (AUG 2018)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

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

This Statement is for Information Only: It Is Not A Wage Determination

Employee class Monetary wage - Fringe benefits

Sheet Metal Worker - GS-6 Step 1 equivalent; standard Federal fringe benefits

(End of clause)

RFO 52.222-50 Combating Trafficking in Persons. (OCT 2025) (Deviation JAN 2026)

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

FAR 52.222-62 Paid Sick Leave Under Executive Order 13706. (JAN 2022)

RFO 52.223-23 Sustainable Products. (MAY 2024) ((DEVIATION Jan 2026))

RFO 52.225-3 Buy American - Free Trade Agreements - Israeli Trade Act. (NOV 2023) (Deviation JAN 2026)

RFO 52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

RFO 52.227-11 Patent Rights-Ownership by the Contractor. (MAY 2014)

(a) As used in this clause-

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means-

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor's rights* (1) *Ownership.* The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.* (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) *Contractor's obligations.* (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) *Government's rights*-(1) *Ownership.* The Contractor shall assign to the agency, on written request, title to any subject invention-

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) *Contractor action to protect the Government's interest.* (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to-

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay

maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) *Reporting on utilization of subject inventions.* The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) *Special provisions for contracts with nonprofit organizations.* If the Contractor is a nonprofit organization, it shall-

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications.*[Complete according to agency instructions.]

(k) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

RFO 52.232-18 Availability of Funds. (APR 1984)

RFO 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

RFO 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

RFO 52.233-3 Protest after Award. (AUG 1996) (Deviation JAN 2026)

RFO 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation JAN 2026)

RFO 52.240-91 Security Prohibitions and Exclusions. (Deviation JAN 2026)

RFO 52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION April 2026)

RFO 52.245-1 Government Property. (SEP 2021)

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

CAR 1352.209-73 Compliance with the laws. (APR 2010)

CAR 1352.209-74 Organizational conflict of interest. (APR 2010)

2015-5689 Wage Determination

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REGISTER OF WAGE DETERMINATIONS UNDER  |       U.S. DEPARTMENT OF LABOR
     THE SERVICE CONTRACT ACT       |  EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |       WAGE AND HOUR DIVISION
                                |       WASHINGTON D.C.  20210
                                |
                                |
                                |
                                | Wage Determination No.: 2015-5689
Daniel W. Simms         Division of   |         Revision No.: 28
Director          Wage Determinations|  Date Of Last Revision: 5/13/2026
_____________________________________________|_____________________________________________
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OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

State: Hawaii, American Samoa, Johnston Atoll

Area: Hawaii Counties of Honolulu

American Samoa Counties of Eastern, Manu'a, Rose Island, Swains Island and Western

Johnston Atoll Counties of Johnston Island

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.31
01012 - Accounting Clerk II		20.55
01013 - Accounting Clerk III		22.99
01020 - Administrative Assistant		37.26
01035 - Court Reporter		22.50

01041 - Customer Service Representative I 15.77
01042 - Customer Service Representative II 17.21
01043 - Customer Service Representative III 19.32
01051 - Data Entry Operator I 18.58
01052 - Data Entry Operator II 20.26
01060 - Dispatcher, Motor Vehicle 23.37
01070 - Document Preparation Clerk 20.59
01090 - Duplicating Machine Operator 20.59
01111 - General Clerk I 16.13
01112 - General Clerk II 17.60
01113 - General Clerk III 19.76
01120 - Housing Referral Assistant 24.92
01141 - Messenger Courier 18.08
01191 - Order Clerk I 18.25
01192 - Order Clerk II 19.91
01261 - Personnel Assistant (Employment) I 19.77
01262 - Personnel Assistant (Employment) II 22.11
01263 - Personnel Assistant (Employment) III 24.64
01270 - Production Control Clerk 31.44
01290 - Rental Clerk 21.24
01300 - Scheduler, Maintenance 19.98
01311 - Secretary I 19.98
01312 - Secretary II 22.36
01313 - Secretary III 24.92
01320 - Service Order Dispatcher 20.89
01410 - Supply Technician 37.26
01420 - Survey Worker 22.58
01460 - Switchboard Operator/Receptionist 18.41
01531 - Travel Clerk I 19.60
01532 - Travel Clerk II 21.18
01533 - Travel Clerk III 22.70
01611 - Word Processor I 16.44
01612 - Word Processor II 18.45
01613 - Word Processor III 20.64

05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 28.75
05010 - Automotive Electrician 25.13
05040 - Automotive Glass Installer 23.51
05070 - Automotive Worker 23.51
05110 - Mobile Equipment Servicer 20.16
05130 - Motor Equipment Metal Mechanic 26.76
05160 - Motor Equipment Metal Worker 23.51
05190 - Motor Vehicle Mechanic 26.76
05220 - Motor Vehicle Mechanic Helper 18.46
05250 - Motor Vehicle Upholstery Worker 21.87

05280 - Motor Vehicle Wrecker 23.51
05310 - Painter, Automotive 25.13
05340 - Radiator Repair Specialist 23.51
05370 - Tire Repairer 22.96
05400 - Transmission Repair Specialist 26.76

07000 - Food Preparation And Service Occupations
07010 - Baker 18.14
07041 - Cook I 22.35
07042 - Cook II 26.05
07070 - Dishwasher 16.65
07130 - Food Service Worker 17.77
07210 - Meat Cutter 24.14
07260 - Waiter/Waitress 19.34

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 25.48
09040 - Furniture Handler 15.46
09080 - Furniture Refinisher 25.48
09090 - Furniture Refinisher Helper 18.72
09110 - Furniture Repairer, Minor 22.19
09130 - Upholsterer 25.48

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 17.09
11060 - Elevator Operator 17.08
11090 - Gardener 26.21
11122 - Housekeeping Aide 17.08
11150 - Janitor 17.08
11210 - Laborer, Grounds Maintenance 19.81
11240 - Maid or Houseman 26.83
11260 - Pruner 17.73
11270 - Tractor Operator 23.99
11330 - Trail Maintenance Worker 19.81
11360 - Window Cleaner 19.09

12000 - Health Occupations
12010 - Ambulance Driver 30.78
12011 - Breath Alcohol Technician 28.55
12012 - Certified Occupational Therapist Assistant 31.99
12015 - Certified Physical Therapist Assistant 29.86
12020 - Dental Assistant 20.37
12025 - Dental Hygienist 46.37

12030 - EKG Technician 41.06
12035 - Electroneurodiagnostic Technologist 41.06
12040 - Emergency Medical Technician 30.78
12071 - Licensed Practical Nurse I 25.53
12072 - Licensed Practical Nurse II 28.55
12073 - Licensed Practical Nurse III 31.82
12100 - Medical Assistant 23.30
12130 - Medical Laboratory Technician 31.80
12160 - Medical Record Clerk 27.37
12190 - Medical Record Technician 30.62
12195 - Medical Transcriptionist 25.53
12210 - Nuclear Medicine Technologist 59.80
12221 - Nursing Assistant I 15.64
12222 - Nursing Assistant II 17.59
12223 - Nursing Assistant III 19.20
12224 - Nursing Assistant IV 21.55
12235 - Optical Dispenser 29.21
12236 - Optical Technician 25.53
12250 - Pharmacy Technician 21.82
12280 - Phlebotomist 25.53
12305 - Radiologic Technologist 47.95
12311 - Registered Nurse I 37.59
12312 - Registered Nurse II 45.97
12313 - Registered Nurse II, Specialist 45.97
12314 - Registered Nurse III 55.62
12315 - Registered Nurse III, Anesthetist 55.62
12316 - Registered Nurse IV 66.68
12317 - Scheduler (Drug and Alcohol Testing) 35.37
12320 - Substance Abuse Treatment Counselor 27.68

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 25.41
13012 - Exhibits Specialist II 31.48
13013 - Exhibits Specialist III 38.50
13041 - Illustrator I 25.27
13042 - Illustrator II 31.29
13043 - Illustrator III 38.28
13047 - Librarian 34.86
13050 - Library Aide/Clerk 17.87
13054 - Library Information Technology Systems Administrator 31.48
13058 - Library Technician 23.21
13061 - Media Specialist I 22.72
13062 - Media Specialist II 25.41
13063 - Media Specialist III 28.32
13071 - Photographer I 20.39

13072 - Photographer II 22.80
13073 - Photographer III 28.26
13074 - Photographer IV 34.56
13075 - Photographer V 41.81
13090 - Technical Order Library Clerk 22.44
13110 - Video Teleconference Technician 34.31

14000 - Information Technology Occupations
14041 - Computer Operator I 23.62
14042 - Computer Operator II 26.41
14043 - Computer Operator III 30.35
14044 - Computer Operator IV 33.02
14045 - Computer Operator V 36.54
14071 - Computer Programmer I (see 1)
14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 23.62
14160 - Personal Computer Support Technician 33.02
14170 - System Support Specialist 39.40

15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 34.99
15020 - Aircrew Training Devices Instructor (Rated) 42.33
15030 - Air Crew Training Devices Instructor (Pilot) 50.74
15050 - Computer Based Training Specialist / Instructor 34.99
15060 - Educational Technologist 36.40
15070 - Flight Instructor (Pilot) 50.74
15080 - Graphic Artist 27.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 50.74
15086 - Maintenance Test Pilot, Rotary Wing 50.74
15088 - Non-Maintenance Test/Co-Pilot 50.74
15090 - Technical Instructor 28.94
15095 - Technical Instructor/Course Developer 35.39
15110 - Test Proctor 23.35
15120 - Tutor 23.35

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 16.12
16030 - Counter Attendant 16.12
16040 - Dry Cleaner 18.94
16070 - Finisher, Flatwork, Machine 16.12
16090 - Presser, Hand 16.12
16110 - Presser, Machine, Drycleaning 16.12
16130 - Presser, Machine, Shirts 16.12
16160 - Presser, Machine, Wearing Apparel, Laundry 16.12
16190 - Sewing Machine Operator 20.16
16220 - Tailor 21.23
16250 - Washer, Machine 16.89

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 38.26
19040 - Tool And Die Maker 48.11

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 29.18
21030 - Material Coordinator 31.44
21040 - Material Expediter 31.44
21050 - Material Handling Laborer 20.83
21071 - Order Filler 18.18
21080 - Production Line Worker (Food Processing) 29.18
21110 - Shipping Packer 21.56
21130 - Shipping/Receiving Clerk 21.56
21140 - Store Worker I 17.46
21150 - Stock Clerk 24.56
21210 - Tools And Parts Attendant 29.18
21410 - Warehouse Specialist 29.18

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 43.04
23019 - Aircraft Logs and Records Technician 33.09
23021 - Aircraft Mechanic I 40.47
23022 - Aircraft Mechanic II 43.04
23023 - Aircraft Mechanic III 45.57
23040 - Aircraft Mechanic Helper 27.91
23050 - Aircraft, Painter 38.00
23060 - Aircraft Servicer 33.09
23070 - Aircraft Survival Flight Equipment
Technician 38.00
23080 - Aircraft Worker 35.55
23091 - Aircrew Life Support Equipment (ALSE)
Mechanic I 35.55

23092 - Aircrew Life Support Equipment (ALSE)
Mechanic II 40.47
23110 - Appliance Mechanic 30.21
23120 - Bicycle Repairer 30.70
23125 - Cable Splicer 59.08
23130 - Carpenter, Maintenance 45.24
23140 - Carpet Layer 34.78
23160 - Electrician, Maintenance 45.88
23181 - Electronics Technician Maintenance I 35.13
23182 - Electronics Technician Maintenance II 37.56
23183 - Electronics Technician Maintenance III 40.00
23260 - Fabric Worker 33.30
23290 - Fire Alarm System Mechanic 29.19
23310 - Fire Extinguisher Repairer 30.70
23311 - Fuel Distribution System Mechanic 41.75
23312 - Fuel Distribution System Operator 31.46
23370 - General Maintenance Worker 25.55
23380 - Ground Support Equipment Mechanic 40.47
23381 - Ground Support Equipment Servicer 33.09
23382 - Ground Support Equipment Worker 35.55
23391 - Gunsmith I 30.70
23392 - Gunsmith II 35.78
23393 - Gunsmith III 40.74
23410 - Heating, Ventilation And Air-Conditioning
Mechanic 33.76
23411 - Heating, Ventilation And Air Contidioning
Mechanic (Research Facility) 35.91
23430 - Heavy Equipment Mechanic 39.60
23440 - Heavy Equipment Operator 52.76
23460 - Instrument Mechanic 40.98
23465 - Laboratory/Shelter Mechanic 38.26
23470 - Laborer 20.83
23510 - Locksmith 35.38
23530 - Machinery Maintenance Mechanic 40.73
23550 - Machinist, Maintenance 37.05
23580 - Maintenance Trades Helper 23.14
23591 - Metrology Technician I 40.98
23592 - Metrology Technician II 43.58
23593 - Metrology Technician III 46.15
23640 - Millwright 40.74
23710 - Office Appliance Repairer 23.11
23760 - Painter, Maintenance 32.02
23790 - Pipefitter, Maintenance 40.21
23810 - Plumber, Maintenance 37.76
23820 - Pneudraulic Systems Mechanic 40.74
23850 - Rigger 38.55
23870 - Scale Mechanic 35.78

23890 - Sheet-Metal Worker, Maintenance 43.67
23910 - Small Engine Mechanic 25.71
23931 - Telecommunications Mechanic I 37.80
23932 - Telecommunications Mechanic II 40.20
23950 - Telephone Lineman 42.53
23960 - Welder, Combination, Maintenance 37.19
23965 - Well Driller 40.74
23970 - Woodcraft Worker 40.74
23980 - Woodworker 30.70

24000 - Personal Needs Occupations
24550 - Case Manager 20.48
24570 - Child Care Attendant 17.48
24580 - Child Care Center Clerk 21.79
24610 - Chore Aide 17.64
24620 - Family Readiness And Support Services Coordinator 20.48
24630 - Homemaker 20.55

25000 - Plant And System Operations Occupations
25010 - Boiler Tender 38.69
25040 - Sewage Plant Operator 33.03
25070 - Stationary Engineer 38.69
25190 - Ventilation Equipment Tender 26.69
25210 - Water Treatment Plant Operator 33.03

27000 - Protective Service Occupations
27004 - Alarm Monitor 25.62
27007 - Baggage Inspector 20.08
27008 - Corrections Officer 32.24
27010 - Court Security Officer 32.24
27030 - Detection Dog Handler 22.46
27040 - Detention Officer 32.24
27070 - Firefighter 32.24
27101 - Guard I 20.08
27102 - Guard II 22.46
27131 - Police Officer I 38.67
27132 - Police Officer II 42.98

28000 - Recreation Occupations
28041 - Carnival Equipment Operator 21.88
28042 - Carnival Equipment Repairer 23.90
28043 - Carnival Worker 16.16

28210 - Gate Attendant/Gate Tender 20.27
28310 - Lifeguard 25.64
28350 - Park Attendant (Aide) 22.67
28510 - Recreation Aide/Health Facility Attendant 16.55
28515 - Recreation Specialist 28.09
28630 - Sports Official 18.06
28690 - Swimming Pool Operator 27.85

29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
29020 - Hatch Tender
29030 - Line Handler
29041 - Stevedore I
29042 - Stevedore II

30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center
(HFO) (see 2) 48.10
30011 - Air Traffic Control Specialist, Station
(HFO) (see 2) 33.17
30012 - Air Traffic Control Specialist, Terminal
(HFO) (see 2) 36.53
30021 - Archeological Technician I 20.10
30022 - Archeological Technician II 22.49
30023 - Archeological Technician III 27.85
30030 - Cartographic Technician 27.85
30040 - Civil Engineering Technician 32.53
30051 - Cryogenic Technician I 30.85
30052 - Cryogenic Technician II 34.06
30061 - Drafter/CAD Operator I 20.10
30062 - Drafter/CAD Operator II 22.49
30063 - Drafter/CAD Operator III 25.06
30064 - Drafter/CAD Operator IV 30.85
30081 - Engineering Technician I 18.13
30082 - Engineering Technician II 20.35
30083 - Engineering Technician III 22.77
30084 - Engineering Technician IV 29.74
30085 - Engineering Technician V 34.49
30086 - Engineering Technician VI 41.73
30090 - Environmental Technician 28.13
30095 - Evidence Control Specialist 27.85
30210 - Laboratory Technician 29.24
30221 - Latent Fingerprint Technician I 30.85
30222 - Latent Fingerprint Technician II 34.06
30240 - Mathematical Technician 28.36

30361 - Paralegal/Legal Assistant I 23.64
30362 - Paralegal/Legal Assistant II 29.28
30363 - Paralegal/Legal Assistant III 35.81
30364 - Paralegal/Legal Assistant IV 43.33
30375 - Petroleum Supply Specialist 34.06
30390 - Photo-Optics Technician 27.85
30395 - Radiation Control Technician 34.06
30461 - Technical Writer I 27.85
30462 - Technical Writer II 34.06
30463 - Technical Writer III 41.22
30491 - Unexploded Ordnance (UXO) Technician I 30.57
30492 - Unexploded Ordnance (UXO) Technician II 36.99
30493 - Unexploded Ordnance (UXO) Technician III 44.33
30494 - Unexploded (UXO) Safety Escort 30.57
30495 - Unexploded (UXO) Sweep Personnel 30.57
30501 - Weather Forecaster I 30.85
30502 - Weather Forecaster II 37.52
30620 - Weather Observer, Combined Upper Air Or
Surface Programs (see 2) 25.06
30621 - Weather Observer, Senior (see 2) 27.85

31000 - Transportation/Mobile Equipment Operation Occupations
31010 - Airplane Pilot 36.99
31020 - Bus Aide 23.40
31030 - Bus Driver 33.59
31043 - Driver Courier 19.31
31260 - Parking and Lot Attendant 14.91
31290 - Shuttle Bus Driver 18.10
31310 - Taxi Driver 15.59
31361 - Truckdriver, Light 21.10
31362 - Truckdriver, Medium 22.89
31363 - Truckdriver, Heavy 27.66
31364 - Truckdriver, Tractor-Trailer 27.66

99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist 18.03
99030 - Cashier 16.47
99050 - Desk Clerk 29.33
99095 - Embalmer 24.89
99130 - Flight Follower 30.57
99251 - Laboratory Animal Caretaker I 19.86
99252 - Laboratory Animal Caretaker II 21.69
99260 - Marketing Analyst 31.12
99310 - Mortician 24.89
99410 - Pest Controller 20.94

99510 - Photofinishing Worker	16.06
99710 - Recycling Laborer	29.24
99711 - Recycling Specialist	35.42
99730 - Refuse Collector	26.17
99810 - Sales Clerk	17.09
99820 - School Crossing Guard	21.12
99830 - Survey Party Chief	33.13
99831 - Surveying Aide	18.11
99832 - Surveying Technician	24.82
99840 - Vending Machine Attendant	18.58
99841 - Vending Machine Repairer	23.61
99842 - Vending Machine Repairer Helper	18.58

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract 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. 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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): $2.42 per hour, up to 40 hours per week, or $96.80 per week, or $419.47 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid

Health Care Act, the new health and welfare benefit rate will be $5.55 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii) EO 13706: $1.96 per hour up to 40 hours per week, or $78.40 per week, or $339.73 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $5.09 per hour, up to 40 hours per week. *

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

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

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

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

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 52.222-90 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 52.252-2 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 (b) Commerce Acquisition Regulation 48 CFR 1352 (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(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:

National Oceanic and Atmospheric Administration
National Marine Fisheries Services
Pacific Islands Fisheries Science Center
1845 Wasp Boulevard, B-176
Honolulu, HI 96818

(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)

Section 6 - Instructions to Offerors

RFO 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

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

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

RFO 52.219-28 Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code [ ] assigned to contract number [ ].

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program*.[*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title._____]

(End of clause)

RFO 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (NOV 2023) (Deviation JAN 2026)

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

(a) The Government will not enter into a contract with any corporation that-

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a

determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

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

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

(End of provision)

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

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

(1) The solicitation number;

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

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

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

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

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

(7) **Proposal Preparation. Quotes shall include:**
a. Description of the contractor's experience and capabilities, including past projects involving marine equipment and instruments.
b. Discussion of the technical approach.

Please note: Regardless of whether awarded or not, all costs associated with proposal preparation and any site visits are the responsibility of the contractor.

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

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

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 52.252-3 Alterations in Solicitation. (APR 1984)

Portions of this solicitation are altered as follows: (b) Commerce Acquisition Regulation 48 CFR 1352

(End of clause)

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 1352 (48 CFR chapter [ ]) 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 to CO Stephanie Garnett via email at stephanie.m.garnett@gmail.com. Questions should be received no later than 3 business days after the issuance date of this solicitation.

(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 CFR 16,651 (April 6, 1999).

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

Bradley Willis
Field Delegate Program Manager
NOAA/AGO/Policy and Oversight Division
601 East 12th Street, Room 1747, SOU 6
Kansas City, MO 64106

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

Bradley Willis
Field Delegate Program Manager
NOAA/AGO/Policy and Oversight Division
601 East 12th Street, Room 1747, SOU 6
Kansas City, MO 64106

(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)

Section 7 - Evaluation

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

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

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

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

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

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

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

Factor A: Technical Approach, Experience, and Capabilities – Methodology proposed and qualifications and experience for the outlined deliverables.

Factor B: Past Performance – Performance by the Contractor and subcontractors as it relates to all solicitation requirements, including the quality of services and products, timeliness of performance, and customer satisfaction; and indication of ability to improve performance through proactive management. Evaluation of this factor will be based on information contained in the proposal and information provided by references and/or other sources. The project may evaluate past performance by contacting references and/or other sources.

Factor C: Price – Although price is the least important of the evaluation criteria it will not be excluded from the overall evaluation of the proposal. The value of the proposed price will be dependent on the level of expertise outlined in the factors to what the proposal selection is based on.

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

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