REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

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

1. REQUEST NUMBER: 1305M326Q0387
2. DATE ISSUED: 08/03/2026
3. REQUISITION/PURCHASE REQUEST NUMBER:
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1:
RATING:

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

6. DELIVER BY *(Date)*:

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

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

NAME: JAMIE ROSALES
TELEPHONE NUMBER: AREA CODE / NUMBER

8. TO:
a. NAME:
b. COMPANY:
c. STREET ADDRESS:
d. CITY:
e. STATE:
f. ZIP CODE:

9. DESTINATION
a. NAME OF CONSIGNEE: CINCINNATI WFO
b. STREET ADDRESS: 1901 SOUTH STATE ROUTE 134 (WILMINGTON) OH /
c. CITY: WILMINGTON
d. STATE: OH
e. ZIP CODE: 45177

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*: 08/14/2026 1200 MD

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

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

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

12. DISCOUNT FOR PROMPT PAYMENT

a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS 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 II - Supplies or Services and Price/Costs

CLIN List

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	BASE YEAR - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Quarterly HVAC preventative maintenance at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2026 through 09/17/2027. Award Type: Firm-fixed-price	4	QF		
0002	BASE YEAR - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Semi-annual HVAC preventative maintenance at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2026 through 09/17/2027. Award Type: Firm-fixed-price	2	JA		
0003	BASE YEAR - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2026 through 09/17/2027. Please provide an hourly rate. Award Type: Firm-fixed-price				
0004	BASE YEAR - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2026 through 09/17/2027. Please provide an hourly rate. Award Type: Firm-fixed-price				
1001		4	QF		

Item Number	Description	Quantity	Unit	Unit Price	Amount
	OPTION YEAR 1 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Quarterly HVAC preventative maintenance at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2027 through 09/17/2028. Award Type: Firm-fixed-price (Option Line Item)				
1002	OPTION YEAR 1 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Semi-annual HVAC preventative maintenance at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2027 through 09/17/2028. Award Type: Firm-fixed-price (Option Line Item)	2	JA		
1003	OPTION YEAR 1 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2027 through 09/17/2028. Please provide an hourly rate. Award Type: Firm-fixed-price (Option Line Item)				
1004	OPTION YEAR 1 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2027 through 09/17/2028. Please provide an hourly rate. Award Type: Firm-fixed-price				

Item Number	Description	Quantity	Unit	Unit Price	Amount
2001	(Option Line Item) OPTION YEAR 2 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Quarterly HVAC preventative maintenance at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2028 through 09/17/2029. Award Type: Firm-fixed-price	4	QF		
2002	(Option Line Item) OPTION YEAR 2 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Semi-annual HVAC preventative maintenance at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2028 through 09/17/2029. Award Type: Firm-fixed-price	2	JA		
2003	(Option Line Item) OPTION YEAR 2 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2028 through 09/17/2029. Please provide an hourly rate. Award Type: Firm-fixed-price				
2004	(Option Line Item) OPTION YEAR 2 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2028 through 09/17/2029. Please provide an hourly rate.				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Award Type: Firm-fixed-price (Option Line Item)				
3001	OPTION YEAR 3 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Quarterly HVAC preventative maintenance at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2029 through 09/17/2030. Award Type: Firm-fixed-price	4	QF		
	(Option Line Item)				
3002	OPTION YEAR 3 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Semi-annual HVAC preventative maintenance at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2029 through 09/17/2030. Award Type: Firm-fixed-price	2	JA		
	(Option Line Item)				
3003	OPTION YEAR 3 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2029 through 09/17/2030. Please provide an hourly rate. Award Type: Firm-fixed-price				
	(Option Line Item)				
3004	OPTION YEAR 3 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	09/18/2029 through 09/17/2030. Please provide an hourly rate. Award Type: Firm-fixed-price				
4001	(Option Line Item) OPTION YEAR 4 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Quarterly HVAC preventative maintenance at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2030 through 09/17/2031. Award Type: Firm-fixed-price	4	QF		
4002	(Option Line Item) OPTION YEAR 4 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for Semi-annual HVAC preventative maintenance at the Next Generation Weather Radar (NEXRAD) site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2030 through 09/17/2031. Award Type: Firm-fixed-price	2	JA		
4003	(Option Line Item) OPTION YEAR 4 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Weather Forecast Office (WFO) and Maintenance Annex in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2030 through 09/17/2031. Please provide an hourly rate. Award Type: Firm-fixed-price				
4004	(Option Line Item) OPTION YEAR 4 - Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for unscheduled emergency repairs at the Next Generation Weather Radar (NEXRAD)				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	site in Wilmington, OH in accordance with the Statement of Work. Period of Performance 09/18/2030 through 09/17/2031. Please provide an hourly rate. Award Type: Firm-fixed-price (Option Line Item)				

Section III - Description/Specifications

STATEMENT OF WORK SOW

HVAC PREVENTATIVE MAINTENANCE SERVICES

1.0 GENERAL

1.1 BACKGROUND

The National Weather Service (NWS) Eastern Region (ER) has a requirement for HVAC (Heating, Ventilation and Air Conditioning) Preventative Maintenance Services. This includes equipment, control systems, variable frequency drives (VFDs), and water filtration at select Weather Forecast Offices (WFO), Maintenance Annexes, and Next Generation Radar (NEXRAD) locations.

The NWS ER provides critical weather forecasts and warnings for the eastern portion of the United States, including adjacent waters and ocean areas, for the protection of life and property and the enhancement of the national economy. This Weather Forecast Office (WFO) and Next Generation Radar (NEXRAD) locations are used to make timely meteorological observations which aids in this effort. These locations operate 24x7 with staffing and critical equipment to provide the forecasts and warnings.

Preventive maintenance is a strategy in which maintenance work is performed ahead of time to prevent asset failures that can result in downtime, safety issues, and shutdowns. Preventive maintenance boosts uptime, reduces costs, and simplifies labor, part, and resource planning for maintenance planners. Preventive maintenance is a powerful strategy for maximizing asset lifespan and optimizing production, labor, and resource efficiency across NWS facilities. Scheduling of preventive maintenance is to prevent failures and shutdowns.

The purpose of this contract is to maintain HVAC and associated equipment, replace control system and VFD batteries, and replace humidification cylinders and water filters. In order to ensure continuity of operations, maintain environmental setpoints for personnel and equipment, and prevent asset failures, we require a planned maintenance schedule per industry standards. Specifically, the contract involves:

- HVAC Maintenance: routine servicing of equipment to maximize asset lifespan and prevent downtime.
- Battery Replacement: replacing batteries for control systems and VFDs to maintain system programming logic during electrical disruptions.
- Filtration: replacing humidification cylinders and water filters at designated locations.

1.2 SCOPE

1.2.1 The scope of this contract is to perform preventative maintenance at one (1) WFO, (1) Maintenance Annex, and one (1) NEXRAD location.

The preventative maintenance work includes: a scheduled service (performed quarterly or as noted) at the component level for HVAC equipment which includes all internal parts/components (filters, belts,

etc.), plus associated fire alarm, smoke, and heat or CO/CO2 detectors. In addition, this scheduled service includes humidity controls and cylinders, system backup batteries (control systems & VFDs) and water filter replacements. All HVAC equipment shall be serviced and maintained under this agreement including, but not limited to, the following: Air Handler Units, Electronic Duct Heaters, Condensing Units, Humidifier Systems, Heat Pumps, VAV Boxes, Dampers and Louvers, Exhaust Fans, Control Systems including sensors, transmitters, Differential Pressure Switches and all other components.

This preventive maintenance program includes all HVAC equipment and associated equipment.

The selected locations under this contract are as follows:

- Wilmington, OH

1.2.2 Any standard industry preventative maintenance activities not specifically mentioned to be addressed herein or included in the manufacturer's maintenance manual, but for which are obviously necessary to ensure 24x7 equipment operation or for work which comes within the intent of this contract, is to be included as though specified.

1.2.3 The type of equipment and work procedures varies between locations. The equipment by location is as follows:

WFO location:
- TRANE Air Handling Units
- TRANE Condensing Units
- BARD 6.0 Ton 460V Wall Mount HVAC Units
- BARD Lead/Lag Controller
- NORTEC Humidifiers
- CARNES Humidifier
- TRANE Tracer Controls
- TRANE Power Supply Module
- Fan Terminal Units

Maintenance Annex location:
- BRYANT Heat Pump Units
- BRYANT Furnace
- PAYNE Furnace

NEXRAD location:
- BARD 6.0 Ton 208V Wall Mount HVAC Units
- BARD 3.0 Ton 208V Wall Mount HVAC Unit
- BARD Lead/Lag Controller

Additional details of the specific equipment at each location is provided in Section 4.3 PLACE OF PERFORMANCE AND Section 4.6 EQUIPMENT SCHEDULE.

1.3 **OBJECTIVE**

The objective is to provide 100% reliable operation of all equipment, associated equipment and components through a scheduled preventative maintenance service plan.

The HVAC preventative maintenance service plan will be an annual plan performed on a quarterly basis or as noted to ensure all equipment is operating within factory specifications and performs as designed.

The HVAC preventive maintenance plan is a set of regular scheduled inspections and preventative maintenance services performed on HVAC systems and associated equipment to ensure the system(s) and equipment run efficiently, lasts longer, and does not need expensive repairs or replacement.

Other planned tasks are to ensure 100% reliable operation of systems and/or equipment.

1.4 APPLICABLE DOCUMENTS

1.4.1 COMPLIANCE DOCUMENTS

The following documents provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this contract:

NFPA 70E, Standard for Electrical Safety in the Workplace (National Fire Protection Agency 2024)

29 CFR 1910, Occupational Safety and Health Standards and 29 CFR Part 1926 (Occupational Safety and Health Administration 1970)

ASHRAE Standard 15-2022, Safety Standard for Refrigeration Systems Applications (American Society of Heating, Refrigerating and Air-Conditioning Engineers 2022)

2.0 SPECIFIC REQUIREMENTS AND TASKS

All prospective bidders are encouraged to request a site visit to clarify the actual scope of work to be performed under this contract. Failure of a bidder to arrange a site visit shall not constitute grounds for a later claim against the Government. A pre-proposal site visit to the location is encouraged, but NOT a requirement in order to respond to this request for proposal. Any contractor request for a site visit must be coordinated in advance with the Government by contacting the Contracting Officer (CO) directly. The CO will notify the Technical Point of Contact (TPOC). The TPOC will coordinate a site visit for prospective bidders with the Local Point of Contact (LPOC).

The contractor is to supply all needed ladders, stepladders, flashlights and any other required miscellaneous equipment during the site visit for their own use.

The contractor shall evaluate existing conditions on-site prior to any work being performed. The contractor is to perform a visual inspection of all HVAC equipment and associated equipment and site conditions prior to the start of work (including submittals and ordering materials); field verification will take precedence over any discrepancy within the Statement of Work. The TPOC is to be contacted and briefed prior to starting any work. The contractor is not to make any modifications to Government owned equipment under this contract without advance approvals.

The contractor shall provide the labor, tools, supplies, materials, transportation, services, and supervision required to perform all work outlined in this Statement of Work (SOW).

The contractor shall provide signed typewritten copies of all reports to the Technical Point of Contact (TPOC), as outlined in Section 9.0 DELIVERABLES.

If there are discrepancies in this document, the Contactor shall ask for clarification from the TPOC prior to bid. If no clarification is requested, the Contracting Officer's (CO) judgement shall rule.

The contractor shall discuss their sequence of work with the Local Point of Contact (LPOC) to ensure when HVAC equipment can be taken off-line, and minimize the time equipment remains off-line. Also, the LPOC will make all internal notifications to those affected by any planned tasks. Only one (1) HVAC system can be worked on at any given time.

The NWS has no designated area to store maintenance materials onsite at any location.

The NWS has no designated area to store any hazardous or flammable chemicals used in the course of the contractor's work tasks and these are never to be left on site.

The contractor shall clean up all work areas at the end of each day.

2.1 HVAC PREVENTATIVE MAINTENANCE TASKS

2.1.1 Heat Pumps and A/C Condensing Units

Quarterly (4x)

- Check bearings and compressor for proper lubrication.
- Check all safety/operating controls; calibrate as needed.
- Check coils.
- Check all operating conditions and adjust as needed.

Semi-Annually (2x)

- Check thermostats; calibrate as needed.
- Check condition of condenser coils; clean coils two (2) times per year. Plan cleaning activities near Spring timeframe, and then again mid-season or later.
- Provide status of coil condition in Field Activity Report.
- Check and record temperature differences across the condenser and evaporator coils.

Annually (1x)

- Install gauges and check and record refrigerant pressures.
- Check and tighten all electrical connections.
- Check and record compressor voltage and running amps.
- Check and record super heat temperature.
- Check and record sub-cooling temperature.
- Check condition of blower wheels and drive belts; re-tension, clean and replace as necessary.

· Leak test refrigerant circuits.

2.1.2 Fans and Air Handling Units

Quarterly (4x)

· Check belts and sheaves.
· Check motor mounts and vibration pads; check for excessive vibration or noise. Check motor operating conditions.
· Inspect electrical connections and conductors annually.
· Lubricate and adjust associated dampers, motors and linkage.
· Check all fan operations.
· Check heating and cooling coils.
· Lubricate fan and motor bearings per manufacturer's recommendation.
· Check and tighten locking collars and bolts; torque per manufacturer's specifications.
· Check coils.
· Check all operating conditions and adjust as needed.
· Check pleated air filters.

Semi-Annually (2x) or more frequent as needed.

· Tighten all nuts and bolts.
· Change pleated air filters semi-annually at a minimum.
o AHUs 1, 2 & 3
§ Follow manufacturer's recommendation for replacement schedule; adjust replacement frequency (if manufacturer recommends a more frequent replacement) or if field conditions dictate replacement. Each location's equipment operates on a different run cycle due to its physical location and/or local weather conditions.
o Fan Terminal Units (FTUs)
§ Follow manufacturer's recommendation for replacement schedule; apply a sooner replacement frequency (if manufacturer recommends a more frequent replacement) or if field conditions dictate replacement.
· Provide status of filter condition and/or replacement in Field Activity Report.
· Check motor operating conditions.
· Check and clean fan blades.
· Check fan belt tension and adjust as needed.

Annually (1x)

· Check condition of AHU coils; inspect and clean coils one (1) time per year.
· Provide status of coil condition in Field Activity Report.
· Inspect and clean condensate drain pans and piping to ensure proper drainage; clean drains and drain pans annually, or more frequent as needed.
· Humification Cylinders (canisters); see section 2.1.6
· Clean external surfaces as needed.
· Inspect for leaks.
· Replace all belts annually. Check fan belt tension and adjust as needed.
· Inspect operating and safety controls.

2.1.3 Self Contained Package Units (BARD Wall Mount HVAC Units)

NOTE: all locations with redundant wall mount HVAC units require 24x7 availability of the backup equipment.

Semi-Annually (2x) or more frequent as needed.

· Change pleated air filters semi-annually at a minimum.
o BARD Wall Mount HVAC Units
§ Follow manufacturer's recommendation for replacement schedule; adjust replacement frequency (if manufacturer recommends a more frequent replacement) or if field conditions dictate replacement. Each location's equipment operates on a different run cycle due to its physical location and/or local weather conditions.
§ Clean washable aluminum filter for the economizer. This filter requires washing and drying semi-annually.
§ Check condition of condenser coils; clean coils two (2) times per year. Plan cleaning activities near Spring timeframe, and then again mid-season or later. Coordinate activity with TPOC and LPOC.
· Provide status of coil condition in Field Activity Report.
· Provide status of filter condition and/or replacement in Field Activity Report.
· Inspect fan belts, replace as needed.
· Check fan belt tension and adjust as needed.
· Inspect condensate drain piping semi-annually to ensure proper drainage; clean as necessary.
· Inspect refrigerant piping and fittings for leaks.
· Check motor operating conditions.
· Check and clean fan blades.
· Verify sequence of operation for Lead/Lag controller interface between units. Note: redundant wall mount HVAC units require 24x7 availability, each serves as backup equipment.

2.1.4 Additional HVAC Equipment tasks

Annually (1x)

· Replace all fan belts. Check fan belt tension and adjust as required.
· Inspect condition of evaporator coils.
· Check fan motor bearings for proper lubrication per manufacturer's recommendations.
· Check and tighten locking collar bolts; torque per manufacturer's specifications.
· Check compressor oil pressure and level.
· Check compressor amperage draw with ammeter and record readings.
· Check and record compressor motor windings with a megohm meter.
· Install pressure gauges and check and record refrigerant pressures.
· Check operation of heating section at the beginning of each heating season.

· Check vessel connections for leaks.
· Check condenser and receiver relief valves for leaks.
· Check refrigeration systems and piping for problems.
· Calibrate pressure gauges and thermometers.

- Check safety controls for proper settings and operation.
- Check and tighten electrical connections.
- Monitor compressors to determine integrity of motor windings and record readings.
- Change oil filters and clean strainers as needed.
- Take oil sample for laboratory analysis as needed.
- Check oil heaters and controls.
- Remove condenser heads and brush/clean tubes as needed.
- Inspect condensers for signs of corrosion.
- Check evaporator coils.
- Clean inlet vanes/linkage and IGV ring.
- Verify proper operation of inlet vane assembly.
- Inspect fan motor control.
- Inspect and clean condensate drain pans and piping to ensure proper drainage; clean drains and drain pans annually, or more frequent as needed.
- Tighten set screws on fan assembly locking collar; torque per manufacturer's specifications.

2.1.5 Water Filter(s) WFO Equipment Room

Annually (1x) or more frequent as needed.

- Different types of equipment on site by manufacturer: (1) CARNES and (2) Nortec
- Check for leaks.
- Replace filter cartridges annually at a minimum.
- Provide status of water filter condition in Field Activity Report.

2.1.6 Humidifier Cylinders (canisters) WFO Equipment Room

Annually (1x) or more frequent as needed.

- Different types of equipment on site by manufacturer: (1) CARNES and (2) Nortec
- Check for leaks.
- Replace humidification cylinders annually at a minimum.
- NOTE: Humidification System requires draining and securing it from operation during summer months when air conditioning is in use.
- Provide status of cylinder condition in Field Activity Report.

2.1.7 Batteries for Controllers and VFDs

Annually (1x)

- Inspect and replace batteries.

2.1.8 The contractor is to advise both the TPOC and LPOC of any deficiencies noted during the above inspections and make recommendations to correct the deficiencies. This includes recommended repairs to replace either failing or failed components which were noticed during their visit.

2.2 SCHEDULING

The scheduling for this contract shall coordinate with Spring, Summer, Fall, and Winter periods.

Additional visits may be required within these three (3) month windows.
Site visits and preventative maintenance tasks/activities shall be performed: quarterly on all identified building HVAC equipment located at a WFO, at minimum.

Site visits and preventative maintenance tasks/activities shall be performed: semi-annual on all BARD Wall Mount units (WFOs and NEXRADs), at minimum.

2.3 UNSCHEDULED EMERGENCY REPAIRS

2.3.1 The contractor shall provide qualified service personnel and parts to provide non-routine, unscheduled emergency repairs as necessary to sustain continuous operation of HVAC equipment at these buildings. Estimates shall be provided to the TPOC for review.

Unscheduled emergency repairs will be invoiced, and include labor, parts, and components required to troubleshoot, diagnose or repair faulty equipment. Emergency repairs shall not exceed the amount(s) listed within the schedule of the contract without the written authorization of the Contracting Officer.

2.3.2 The contractor shall provide a 24-hour telephone number and respond within four (4) hours of any call for service. Normal working hours are 8:00 AM to 5:00 PM Eastern Time, Monday thru Friday, excluding federal holidays. The WFO is a 24/7 working environment, and the contractor shall provide a four (4) hour response time during normal working hours, and an eight (8) hour response time outside of normal working hours for any other needed unscheduled repairs.

2.4 REFERENCE DOCUMENTS

The following documents may be helpful to the contractor in performance of their work:

- ATTACHMENT 1: TRANE condensing units
- Operation & Maintenance Manuals

- ATTACHMENT 2: TRANE air handling units
- Operation & Maintenance Manuals

- ATTACHMENT 3: NORTEC HUMIDIFER
- Operation & Maintenance Manuals

- ATTACHMENT 4: CARNES HUMIDIFER
- Technical Data

- ATTACHMENT 5: Fan Terminal Units
- drawing - locations

- ATTACHMENT 6: BRYANT heat pump
- Product Data

- ATTACHMENT 7: BARD wall mount HVAC
- Application Guide and Technical Product Overview

- ATTACHMENT 8: BARD Lead/Lag Controller
- Data Sheet MC-4002

- ATTACHMENT 9: Photos
- Equipment Name Plate Data Information

3.0 CONTRACTOR PERSONNEL

3.1 QUALIFIED PERSONNEL

3.1.1 The contractor shall provide qualified personnel to perform all of the requirements specified in this SOW.

3.1.2 HVAC Technicians shall hold a professional certification that confirms they're skilled in the fundamentals of heating and refrigeration or in special HVAC topics.

3.1.3 Qualification of Field Service personnel: each worker shall be licensed, trained and certified as a HVAC Technician.

3.1.4 HVAC technician(s) must have a valid HVAC refrigerant license, formally known as the EPA Section 608 Certification, which is federally mandated for any technician who maintains, services, repairs, or disposes of equipment that could release refrigerants into the atmosphere.

3.1.5 All HVAC Technicians and any other workers on-site must be trained in lockout / tagout (LOTO) procedures.

3.1.6 Field Service personnel shall be trained in NFPA 70E, OSHA 29 CFR 1910 and the proper use of PPE.

3.1.7 Field Service personnel on-site must be trained in hazard recognition and working around operating equipment.

3.1.8 Only qualified personnel may work on electric circuit parts or equipment that has not been deenergized. NEC 70 defines “qualified person” as one who has skills and knowledge related to the construction and operation of the electrical equipment and installations and received safety training to recognize and avoid hazards involved. The qualified personnel shall be properly trained regarding working safely on energized circuits and shall be familiar with the proper use of special precautionary techniques, personal protective equipment (PPE), insulating and shielding materials and insulated tools as stated in 29 CFR 1910.333(c)(2).

3.1.9 All work shall be performed and completed in a workmanship-like manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

3.2 PROJECT MANAGER

3.2.1 The contractor shall provide one (1) Project Manager who shall be responsible for all contractor

work performed under this SOW.

3.2.2 The Project Manager shall be a single point of contact for the Contracting Officer (CO) and the Technical Point of Contact (TPOC). The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the contractor in the absence of the Project Manager, shall be provided to the Government as part of the contractor's proposal. The Project Manager and all designated alternates shall be able to read, write, speak and understand English. Additionally, the contractor shall not replace the Project Manager without prior approval from the CO.

3.2.3 The Project Manager shall be available to the TPOC via telephone between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, and shall respond to a request for discussion or resolution of any technical problems within two (2) hours of notification.

3.3 EMPLOYEE IDENTIFICATION

3.3.1 Contractor employees visiting Government facilities shall wear a Company identification badge that, at a minimum, displays the contractor's name, the employee's photo, the employee's name, and badge expiration date. Contractor employees shall comply with all Government escort rules and requirements. All contractor employees shall identify themselves as contractor employees when their status is not readily apparent and shall display all identification and visitor badges in plain view above the waist at all times.

3.3.2 Contractors shall sign in and out of each location upon their arrival and departure daily.

3.4 EMPLOYEE CONDUCT

3.4.1 The contractor's employees shall comply with all applicable Government regulations, policies, and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, etc.) when visiting or working at Government facilities. The Project Manager shall ensure contractor employees understand and abide by Department of Commerce (DOC) established rules, regulations and policies concerning safety and security.

3.5 REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS

3.5.1 The Government may, at its sole discretion (in coordination with the CO where practical), direct the contractor to remove any contractor employee from DOC facilities for misconduct or security reasons. Removal does not relieve the contractor of the responsibility to continue providing the services required under the contract. The CO will provide the contractor with a written explanation to support any request to remove an employee.

4.0 OTHER APPLICABLE CONDITIONS

4.1 GOVERNMENT POINT OF CONTACT (POCs)

4.1.1 Name(s) of the Technical Point of Contact (TPOC) and Local Point of Contacts (LPOCs).

Point of Contact (POC) List (provided for coordination after award of contract)

4.1.2 The LPOC is assigned for site access, escort, and face to face coordination only. All contract related questions, interpretations, project coordination, technical interaction and direction shall be through the TPOC and CO only.

4.2 **PERIOD OF PERFORMANCE**

The period of performance for this contract is 365 calendar days from the date of award. Option years will be approved in advance.

4.3 **PLACE OF PERFORMANCE**

4.3.1 The primary place of performance will be at Department of Commerce locations; commercial buildings, or an airport. NEXRAD location will be co-located with the WFO or remote.

4.3.2 The address of the Weather Forecast Office is as follows:

· National Weather Service Wilmington, OH

Weather Forecast Office **(ILN)**
1901 South State Route 134
Wilmington, OH 45177

Note: The WFO and Maintenance Annex are on co-located properties.

4.3.3 The address of the Maintenance Annex is as follows:

· National Weather Service Wilmington, OH

Maintenance Annex **(ILN)**
1901 South State Route 134
Wilmington, OH 45177

Note: This Maintenance Annex and WFO are on co-located properties.

4.3.4 The address of the NEXRAD Radar Site is as follows:

· National Weather Service Wilmington, OH

NEXRAD Location **(ILN)**
1901 South State Route 134
Wilmington, OH 45177

Note: This radar location is co-located with WFO ILN.

4.4 **HOURS OF OPERATION**

4.4.1 Contractor employees shall generally perform all work between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday (except Federal holidays) unless otherwise approved by the CO, TPOC or LPOC.

4.4.2 Contractor is to plan all tasks with completion in mind; do not leave any equipment off-line at the end of day. Start/Stop of maintenance tasks shall be planned between the hours of 8:00 AM and 5:00 PM EST. Do not start work that cannot be finished within this window. Any exceptions must be approved in advance.

4.5 **FEDERAL HOLIDAY SCHEDULE**

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

4.6 **EQUIPMENT SCHEDULE**

Weather Forecast Office (**ILN**)

· (2) TRANE RAUJC404BB0300D000C29 460V Condensing Units (ACU-1, ACU-2)
· (1) TRANE model TTA180E400AA 460V Condensing Unit (ACU-3)
· (2) TRANE model CSA035UBL00 460V Air Handling Units (AC-1, AC-2)
o requires (18) 16”x25”x2” MERV 8 Pleated Air Filters per unit
o requires (6) 16”x20”x8” MERV 8 Pleated Air Filters per unit
· (1) TRANE model CSAA012UBL00 460V Air Handling Unit (AC-3)
o requires (6) 20”x20”x2” MERV 8 Pleated Air Filters
· (1) CARNES model HTHHGU125A 460V 3PH Humidifier
o requires (2) Carnes C12 cylinders per unit
o requires (2) 3M model HF60-S water filter (or equivalent) per unit
· TRANE model UC600 Tracer Controls
· (4) BARD model W70A2-C15WPXXXJ 6.0 Ton 460V Wall Mount HVAC Units (PAC-1, PAC-2, PAC-3, PAC-4)
o requires (1) 20”x30”x2” MERV 8 Pleated Air Filter per unit
· (2) BARD model MC-4000 BC Lead/Lag Controllers
· (2) NORTEC model EL SPACE/RM 010/220-240V/1 Humidifiers
o requires (1) Nortec 202 cylinder per unit
o requires (1) 3M model HF60-S water filter (or equivalent) per unit
· (11) Fan Terminal Unit (FTU) Filters
o requires (1) 16”x20”x1” MERV 8 Pleated Air Filter per FTU location
o locations throughout building within drop ceiling

Maintenance Annex **(ILN**)

· (1) BRYANT model 213RNA036-A Heat Pump Unit
· (1) BRYANT model FC4DNF042 Furnace
o washable filter
· (1) BRYANT (model unknown) Heat Pump Unit
· (1) PAYNE model PF1MNC019 Furnace
o washable filter

NEXRAD Location (**ILN**)

· (2) BARD model W72AC-B09ZXXXXJ 6.0 Ton 208V Wall Mount HVAC Units (AC-1, AC-2)
o requires (1) 20”x30”x2” MERV 8 Pleated Air Filter each unit
· (1) BARD model MC-4002-BC Lead/Lag Controller

· (1) BARD model W36AB-B06ZXXXXJ 3.0 Ton 208V Wall Mount HVAC Unit (AC-3)
o requires (1) 16”x30”x2” MERV 8 Pleated Air Filter each unit

The contractor shall validate all equipment in the field upon award; equipment models and field conditions shall take precedence over any discrepancy within the Statement of Work.

4.7 PROGRESS UPDATES AND FIELD ACTIVITY REPORT

4.7.1 The contractor shall issue to the COR and LPOC a brief daily verbal progress update (prior to leaving the site) summarizing all work performed, current condition of the HVAC system(s), and identification of any critical issues before leaving the customer site. Contractor shall also note any environmental concerns and off-line equipment. Contractor shall also note any environmental concerns, off-line equipment and any alarm conditions.

4.7.2 The contractor shall issue a typewritten Field Activity Report (on company letterhead) listing all tasks completed, along with any applicable notes and observations to the TPOC <u>within three (3) business days of each site visit</u>.

4.7.3 At the completion of all daily field work, the contractor shall remove from the area all trash, rubbish, packing material, and debris caused by its operations, leaving the job site clean.
No old parts, material, or consumables shall be left behind at the site.

4.8 **ACCIDENT PREVENTION**

4.8.1 Site Safety

· Any worker injuries shall be brought to the attention of the TPOC and LPOC immediately.
· Workers shall deposit soiled solvent cleaning rags and waste materials in metal containers approved for that purpose; dispose of such items off-site at end of each day’s work.
· Contractor shall apply lockout/tagout (LOTO) procedures to the equipment’s power source when applicable.
· Contractor shall not release refrigerant into the atmosphere.
· Contractor tools that exhaust fumes cannot be located near building intakes while in use.
· The contractor shall provide and maintain work environments and procedures which will:
o Safeguard the public and Government personnel, property, materials, supplies and equipment exposed to contractor operations and activities.
o Utilize appropriate safety barricades and signage.

5.0 GOVERNMENT TERMS & DEFINITIONS

CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer Representative
DOC	Department of Commerce
EPA	Environmental Protection Agency
LOTO	Lockout / Tagout
LPOC	Local Point of Contact

NEXRAD	Next Generation Weather Radar
NOAA	National Oceanic and Atmospheric Administration
NWS	National Weather Service
OEM	Original Equipment Manufacturer
P/N	Part Number
POC	Point of Contact
RDA	Radar Acquisition Data
RADAR	Radio Detection and Ranging
SOW	Statement of Work
TPMS	Transition Power Maintenance Shelter
TPOC	Technical Point of Contact
WFO	Weather Forecast Office

6.0 GOVERNMENT FURNISHED RESOURCES

6.0.1 The Government will provide the contractor with access to the job site as necessary for performance of the work.

6.0.2 The Government will provide the contractor with electrical outlets for power tools use.

6.0.3 The Government will provide the contractor with any known system deficiencies prior to the site visit.

7.0 CONTRACTOR FURNISHED PROPERTY

The contractor shall furnish all materials, equipment, and services necessary to fulfill the requirements of this contract.

8.0 GOVERNMENT ACCEPTANCE PERIOD

8.0.1 The CO will review deliverables prior to acceptance and provide the contractor with notification via electronic mail that provides documented reasons for non-acceptance.

8.0.2 The CO will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the contractor's accepted proposal. In the event of a rejected deliverable, the contractor will be notified in writing
by the CO of the specific reasons for rejection.

8.0.3 The CO will have three (3) business days to review deliverables and make comments. The contractor shall have seven (7) business days to make corrections and re-deliver.

9.0 DELIVERABLES

9.0.1 The contractor shall leave worksite(s) in a clean condition.

9.0.2 The Project Manager shall provide Field Activity Report(s) to the TPOC via electronic mail.

9.0.3 The contractor shall return the HVAC systems to operational status upon completion of all work. Systems shall not to be left off-line with the exception of equipment failure which requires repair or replacement.

APPENDICES

The following documents may be helpful to the contractor in performance of their work:

- ATTACHMENT 9: Photos
- Equipment Name Plate Data Information

***** END *****

Section IX - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE. (OCT 2018) (Deviation JAN 2026)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED. (JAN 2025) (Deviation JAN 2026)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015) (Deviation JAN 2026)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020) (Deviation JAN 2026)
52.219-28	Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)
52.222-3	Convict Labor. (JUN 2003)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2025) (Deviation JAN 2026)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020) (Deviation JAN 2026)
52.222-41	Service Contract Labor Standards. (AUG 2018)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (AUG 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS. (OCT 2025) (Deviation JAN 2026)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)
52.222-62	Paid Sick Leave Under Executive Order 13706. (JAN 2022)
52.222-90	Addressing DEI Discrimination by Federal Contractors ((DEVIATION April 2026))
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 2024) (Deviation JAN 2026)
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES. (MAY 2024) (Deviation JAN 2026)
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)
52.232-18	Availability of Funds. (APR 1984)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations. (JUN

Clause Number	Clause Title
	2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-3	PROTEST AFTER AWARD. (AUG 1996) (Deviation JAN 2026)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004) (Deviation JAN 2026)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS. (Deviation JAN 2026)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (OCT 2025) (Deviation JAN 2026)
1352.201-70	Contracting Officer's Authority. (MAR 2010)
1352.209-73	Compliance with the laws. (APR 2010)
1352.209-74	Organizational conflict of interest. (APR 2010)

Standard Language UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

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

RFO 52.212-4 TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023) (Deviation JAN 2026)

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment*-

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of clause)

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

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

(End of clause)

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

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

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

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

(End of clause)

RFO 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
23410 Heating, Ventilation And Air-Conditioning Mechanic	$32.85 - $38.41, 30%

(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/far/index.html

(End of clause)

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

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

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

(End of clause)

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

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

(a) Definitions.

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

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

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

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

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

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

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

(b) Requirements.

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

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

3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the COR, subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6.07, Reporting from Remote Locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

● Phone: 1-866-288-6558

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

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

● Text: (202) 335-0265

(d) Confidentiality.

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

(e) Remedies.

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

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

2. Requiring the contractor to terminate a subcontract;

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

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

5. Suspension or debarment; or

6. Other appropriate action.

(End of solicitation and contract language)

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

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

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

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

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

● Included in NOAA's locator, and

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

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

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

(End of solicitation and contract language)

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

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

(End of solicitation and contract language)

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

(a)

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

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

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

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

iii. Occupational safety or health hazards;

iv. Lapse in Appropriations; or

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

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

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract

comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the COR, which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall not be allowed. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work off- site if possible or reassigning personnel to other activities if appropriate.

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

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

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

2. Forego the work; or

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

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

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

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

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

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

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

(End of solicitation and contract language)

Section X - List of Attachments

Attachment Number	Title
1	Attachment 1 142010-26-0153
2	Attachment 2 142010-26-0153
3	Attachment 3 142010-26-0153
4	Attachment 4 142010-26-0153
5	Attachment 5 142010-26-0153
6	Attachment 6 142010-26-0153
7	Attachment 7 142010-26-0153
8	Attachment 8 142010-26-0153
10	Wage Determination No. 2015_4769
9	Attachment 9 142010-26-0153

Section XII - Instructions, Conditions, and Notices

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

RFO 52.204-7 SYSTEM FOR AWARD MANAGEMENT-REGISTRATION. (NOV 2024) (Deviation JAN 2026)

RFO 52.240-90 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)

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

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

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

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

3. **Quote must indicate you can provide services for all locations listed in the SOW.**

4. **Price.** Quote must be submitted on a request of quote Form SF18 or company letterhead.

RFO 52.212-2 EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2021) (Deviation JAN 2026)

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

(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 pass/fail criteria;

1. **Technical Acceptability/Capability.**
Quote shall include a statement demonstrating the offeror's capability to perform the required scope of work, including relevant experience for the same or similar services within the past two years and the offeror's understanding of the requirement. The statement must not be a reiteration of the Statement of Work. Failure to address the full requirements of the Statement of Work will be considered a fail and the quote will not be accepted.

2. **Past Performance.**
The offeror's past performance on related contracts will be evaluated to determine, as appropriate,

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

3. **Quote must indicate you can provide services for all locations listed in the SOW.**

4. **Price.**

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

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

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

(End of provision)

RFO 52.217-5 EVALUATION OF OPTIONS. (JUL 1990) (Deviation JAN 2026)

Except when it is determined in accordance with FAR17.206 (b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

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

(End of Provision)

RFO 52.237-1 Site Visit. (APR 1984)

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

(End of provision)

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

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

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

(End of provision)

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

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

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

(End of provision)

CAR 1352.215-72 Inquiries. (APR 2010)

OFFERORS MUST SUBMIT ALL QUESTIONS CONCERNING THIS SOLICITATION IN WRITING VIA EMAIL TO JAMIE.ROSALES@NOAA.GOV. QUESTIONS SHOULD BE RECEIVED NO LATER THAN 08/10/2026. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

CAR 1352.233-70 Agency protests. (APR 2010)

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

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)