SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
1305M326Q0300

6. SOLICITATION ISSUE DATE
07/16/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
SARA BRUNSTETTER

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/ LOCAL TIME
08/10/2026 1200 ED

9. ISSUED BY CODE WAD-NWS
WAD-NWS
7600 SAND POINT WAY NE BLDG 1
SEATTLE WA 98115

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100.00 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238160

SIZE STANDARD: $19

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)
- [ ]

13b. RATING

14. METHOD OF SOLICITATION
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE WN931273
GREENVILLE-SPARTANBURG WFO
1549 GSP DRIVE
GREER SC
GREER SC 29651

16. ADMINISTERED BY CODE WAD-NWS
WAD-NWS
7600 SAND POINT WAY NE BLDG 1
SEATTLE WA 98115

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary to replace the roof at the WFO Greenville-Spartanburg in Greer, SC. Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED. _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 365 calendar days from the date of the notice to proceed Firm-Fixed-Price Product/Service Code: Z2JZ				
0002	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary to replace three (3) existing Air Handling Units (AHUs) and three (3) existing Condensing Units with new units of the same capacity, replace all exterior ductwork, clean all interior ductwork, and re-balance and verify system operation of each HVAC System at the WFO Greenville-Spartanburg in Greer, SC. Period of Performance: 365 calendar days from the date of the notice to proceed Firm-Fixed-Price Product/Service Code: Z2JZ				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

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Section 2 - Combined Synopsis/Solicitation

Combined Synopsis / Solicitation

Replacement of the roof and HVAC at National Weather Service (NWS) Weather Forecast Office (WFO) Greenville/Spartanburg in Greer, SC.

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

Solicitation number 1305M326Q0300 is issued as a request for quotation (RFQ), for roof and HVAC replacement at the Greenville/Spartanburg WFO in Greer, SC.

This acquisition is a Total Small Business set-aside. The associated NAICS code is 238160. The small business size standard is $19.0M.

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

(ii) A list of line-item number(s).

CLIN 0001

Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary to replace the roof at the WFO Greenville-Spartanburg in Greer, SC per attached Statement of Work (SOW). Period of Performance is 365 calendar days from the date of the notice to proceed.

CLIN 0002

Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary to replace three (3) existing Air Handling Units (AHUs) and three (3) existing Condensing Units with new units of the same capacity, replace all exterior ductwork, clean all interior ductwork, and re-balance and verify system operation of each HVAC System at the WFO Greenville-Spartanburg in Greer, SC per attached SOW. Period of Performance is 365 calendar days from the date of the notice to proceed.

(iii) Description of requirements for the items to be acquired, including documentation supporting any brand name descriptions (see 12.102).

See attached SOW and applicable attachments. All attachments can find the corresponding reference in SOW section 1.4.2 Reference Documents

Department of Labor Davis-Bacon Act (DBA) Wage Rates:

WD SC20260025, Modification No. 1, dated 5/18/2026

DBA Wage Rates can be found on: https://sam.gov/content/wage-determinations

INVOICES TO BE BILLED MONTHLY IN ARREARS VIA IPP. QUOTE PRICING MAY BE PROVIDED ON ATTACHED SF1449 FORM OR ON COMPANY LETTERHEAD.

As a construction requirement, this contract is subject to payment and performance bonds/liability insurance (52.228-15, 52.228-5), the Davis-Bacon Act (52.222-6), and the Copeland "Anti-Kickback" Act (52.222-8).

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

Period of performance is 365 days from Notice to Proceed.

Place of Performance is:

WFO Greenville/Spartanburg - 1549 GSP Drive, Greer, SC 29651

(v) A list of solicitation provisions that apply to the acquisition (see 12.205(a)) can be found on the Request for Quote Form SF1449 attachment.

(vi) A list of contract clauses that apply to the acquisition (see 12.205(b)) can be found on the Request for Quote Form SF1449 attachment.

(vii) **Quotes** are due via email to sara.brunstetter@noaa.gov and casey.morrison@noaa.gov **by 12:00pm, Eastern Time on August 10, 2026**. There will be no exceptions to the time and date on which responses are due, unless determined otherwise by the government. When responding, please include "RFQ 1305M326Q0300 " on the subject line. THE GOVERNMENT DOES NOT ACCEPT RESPONSIBILITY FOR NON-RECEIPT OF QUOTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST AND RECEIVE A CONFIRMATION OF THE QUOTE RECEIPT.

Quotes must be valid for at least 90 days from date of submission. Additional quote submission instructions to be found in Section 6 of the solicitation.

There will be no exceptions to the time and date on which responses are due, unless determined otherwise by the Government. It is the responsibility of the Quoter to ensure the Government received the quote before the stated due date and time. Quoters are strongly encouraged to validate that the Government received its quote. Quotations not received by the time, date, and in the manner specified in this RFQ will be considered non responsive and eliminated from further consideration

(viii) **Any questions** related to this notice shall be submitted by **12:00pm Eastern Time on July 30, 2026** via email to sara.brunstetter@noaa.gov and casey.morrison@noaa.gov. Answers will be provided in the form of an amendment as soon as practicable. Additional question submission instructions to be found in Section 6 of the solicitation.

IMPORTANT: The Instructions can be found in this RFQ under Section 6. The instructions explain exactly what quoters need to submit. If quoters do not provide all information requested, quotes will be deemed non-compliant. The corresponding Evaluation criteria can be found in Section 7.

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

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

Section 3 - Line Items and Attachments

List of Line Items

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary to replace the roof at the WFO Greenville-Spartanburg in Greer, SC. Period of Performance: 365 calendar days from the date of the notice to proceed Firm-Fixed-Price Product/Service Code: Z2JZ				
0002	Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary to replace three (3) existing Air Handling Units (AHUs) and three (3) existing Condensing Units with new units of the same capacity, replace all exterior ductwork, clean all interior ductwork, and re-balance and verify system operation of each HVAC System at the WFO Greenville-Spartanburg in Greer, SC. Period of Performance: 365 calendar days from the date of the notice to proceed Firm-Fixed-Price Product/Service Code: Z2JZ				

List of Attachments

Attachment Number	Title
1	1305M326Q0300 Statement of Work (HVAC/ROOF)7.13.26
2	A1 GSP WFO Roof and HVAC Replacement Statement of Work Attachment 1
3	A2A GSP WFO Roof and HVAC Replacement Statement of Work Attachment 2A
4	A2B GSP WFO Roof and HVAC Replacement Statement of Work Attachment 2B
5	A3 GSP WFO Roof and HVAC Replacement Statement of Work Attachment 3
6	A4A GSP WFO Roof and HVAC Replacement Statement of Work Attachment 4A
7	A4B GSP WFO Roof and HVAC Replacement Statement of Work Attachment 4B
8	A4C GSP WFO Roof and HVAC Replacement Statement of Work Attachment 4C
9	A5 GSP WFO Roof and HVAC Replacement Statement of Work Attachment 5
10	A6A GSP WFO Roof and HVAC Replacement Statement of Work Attachment 6A

Attachment Number	Title
11	A6B GSP WFO Roof and HVAC Replacement Statement of Work Attachment 6B
12	A6C GSP WFO Roof and HVAC Replacement Statement of Work Attachment 6C
13	A7 GSP WFO Roof and HVAC Replacement Statement of Work Attachment 7
14	Davis Bacon Act Wage Determination Greer, SC

Section 4 - Contract Terms and Conditions

FAR 52.222-3 Convict Labor. (JUN 2003)

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

FAR 52.222-7 Withholding of Funds. (MAY 2014)

FAR 52.222-8 Payrolls and Basic Records. (JUL 2021)

FAR 52.222-10 Compliance With Copeland Act Requirements. (FEB 1988)

FAR 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

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

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

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

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

CAR 1352.228-72 Deductibles under required insurance coverage-fixed price. (APR 2010)

FAR Deviations 52.222-9 Apprentices and Trainees (JUL 2005) (DEVIATION FEB 2025)

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

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

RFO 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020) (Deviation JAN 2026)

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

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

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

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

RFO 52.222-6 Construction Wage Rate Requirements. (AUG 2018) (Deviation JAN 2026)

RFO 52.222-11 Subcontracts (Labor Standards). (MAY 2014) (Deviation JAN 2026)

RFO 52.222-12 Contract Termination - Debarment. (MAY 2014)

RFO 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

RFO 52.222-15 Certification of Eligibility. (MAY 2014)

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

RFO 52.222-35 Equal Opportunity for Veterans. (JUN 2020) (Deviation JAN 2026)

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

RFO 52.222-37 Employment Reports on Veterans. (JUN 2020) (Deviation JAN 2026)

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

RFO 52.222-54 Employment Eligibility Verification. (JAN 2025) (Deviation JAN 2026)

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

RFO 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2024)

RFO 52.223-23 Sustainable Products. (MAY 2024) (Deviation JAN 2026)

RFO 52.225-1 Buy American-Supplies (OCT 2022) (Deviation JAN 2026)

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

RFO 52.228-2 Additional Bond Security. (OCT 1997)

RFO 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

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

RFO 52.228-15 Performance and Payment Bonds - Construction. (JUN 2020)

RFO 52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

RFO 52.232-27 Prompt Payment for Construction Contracts. (JAN 2017)

RFO 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

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

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

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

RFO 52.236-2 Differing Site Conditions. (APR 1984) (Deviation JAN 2026)

RFO 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984) (Deviation JAN 2026)

RFO 52.236-5 Material and Workmanship. (APR 1984) (Deviation JAN 2026)

RFO 52.236-6 Superintendence by the Contractor. (APR 1984) (Deviation JAN 2026)

RFO 52.236-7 Permits and Responsibilities. (NOV 1991) (Deviation JAN 2026)

RFO 52.236-8 Other Contracts. (APR 1984) (Deviation JAN 2026)

RFO 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984) (Deviation JAN 2026)

RFO 52.236-10 Operations and Storage Areas. (APR 1984) (Deviation JAN 2026)

RFO 52.236-11 Use and Possession Prior to Completion. (APR 1984) (Deviation JAN 2026)

RFO 52.236-12 Cleaning Up. (APR 1984) (Deviation JAN 2026)

RFO 52.236-13 Accident Prevention. (NOV 1991) (Deviation JAN 2026)

RFO 52.236-14 Availability and Use of Utility Services. (APR 1984) (Deviation JAN 2026)

RFO 52.236-15 Schedules for Construction Contracts. (APR 1984) (Deviation JAN 2026)

RFO 52.236-21 Specifications and Drawings for Construction. (FEB 1997) (Deviation JAN 2026)

RFO 52.242-14 Suspension of Work. (APR 1984)

RFO 52.246-12 Inspection of Construction. (AUG 1996)

RFO 52.246-21 Warranty of Construction. (MAR 1994)

(X) Addendum to RFO FAR Clause 52.212-4 — Tailoring of Paragraph (g) (Invoices) and Paragraph (i) (Payments)

Paragraphs (g) and (i) of FAR 52.212-4 are hereby superseded in their entirety and replaced with the following construction-specific commercial milestone terms:

(g) Electronic Invoicing & Milestone Verification.

Invoice Submission: Invoices must be submitted electronically via the Invoice Processing Platform (IPP) at www.ipp.gov. The Contractor must invoice periodically by executing a partial-quantity dollar deduction against the respective base CLIN (CLIN 0001 or CLIN 0002) matching the exact dollar value of the completed milestone. Invoices may only be submitted upon the 100% physical completion and formal Government acceptance of individual milestones identified in the Awarded Integrated Project Gantt Chart (Attachment X). Partial billing for milestones or tasks still in progress is strictly prohibited.

Cross-CLIN Invoicing Restrictions: Invoices must explicitly reference the specific CLIN number associated with the completed milestone. To protect separate agency funding streams, under no circumstances shall milestones or costs associated with the HVAC Replacement/Installation (CLIN 0002) be invoiced against or funded by the Roofing Replacement line item (CLIN 0001), or vice versa.

Substantiating Documentation: Each invoice submitted in IPP must include the following uploaded attachments as a single or combined PDF document. Failure to include any of these items will result in the immediate rejection of the invoice inside the IPP system:

a. Integrated Gantt Chart Update: An updated copy of the project schedule showing 100% physical completion of the invoiced milestone, listing actual start and finish dates.

b. Signed Government Verification: A copy of the Milestone Completion Verification form signed and dated by the Contracting Officer's Representative (COR) following a physical site inspection.

c. Dated Photographic Log: Clearly labeled, high-resolution progress photographs documenting the completed field work relevant to that specific milestone.

d. Contractor Certification of Subcontractor Payment: A signed certification stating that all subcontractors and material suppliers have been fully paid for work covered under all prior government milestone disbursements.

(i) Milestone Payments & Verification.

1. Progress-Based Payments: Rather than utilizing standard percentage-based construction progress payments, the Government will make periodic fixed-price payments as work proceeds based strictly on the completion of the contractor-proposed milestones embedded within the Awarded Gantt Chart.

2. Milestone Cap Defenses: Milestone values are capped at a maximum of 15% of their respective total CLIN value to prevent front-loading. The Government will only pay the predetermined fixed dollar amount locked into the contract at award for that specific milestone task.

3. Final Payment & Closeout: Final payment for the remaining closeout milestones under both CLIN 0001 and CLIN 0002 will be processed only after a final inspection of all HVAC and roofing work, formal Government acceptance, delivery of all manufacturer warranties/O&M manuals, and the submission of a properly executed Release of Claims.

(End of Addendum to FAR 52.212-4)

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®.

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

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

COR appointment letter.

(b) The responsibilities and limitations of the COR are as follows:
(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

CAR 1352.228-70 Insurance coverage. (APR 2010)

(a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability. (1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of $[insert zero unless special circumstances apply, if applicable, insert dollar amount.].

(c) Automobile liability. The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(End of clause)

CAR 1352.237-71 Security processing requirements-low risk contracts (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

(1) Contracts more than 180 days-National Agency Check and Inquiries (NACI).

(2) Contracts less than 180 days-Special Agency Check (SAC).

(c) Investigative requirements for IT Service Contracts are:

(1) Contracts more than 180 days-National Agency Check and Inquiries (NACI).

(2) Contracts less than 180 days-National Agency Check and Inquiries (NACI).

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

(1) Official legal status in the United States;

(2) Continuously resided in the United States for the last two years; and

(3) Obtained advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

(f) DOC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be

processed. The Sponsor will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee's Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Security Processing Requirements for Low Risk IT Service Contracts. Processing of a NACI is required for all contract employees employed under Low Risk IT service contracts.

(1) Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NAC.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

(j) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(k) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

CAR 1352.237-74 Progress reports. (APR 2010)

The contractor shall submit, to the Government, a progress report every month after the effective date of the contract, and every month thereafter during the period of performance. The contractor shall deliver progress reports that summarize the work completed during the performance period, the work forecast for the following period, and state the names, titles and number of hours expended for each of the contractor's professional personnel assigned to the contract, including officials of the contractor. The report shall also include any additional information-including findings and recommendations-that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the contractor's planned phasing of work by reporting period.

(End of clause)

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

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

(b) The place of acceptance will be:

National Weather Service Greenville-Spartanburg (GSP), SC
Weather Forecast Office GSP

1549 GSP Drive
Greer, SC 29651

(End of clause)

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

(a) The base period of performance of this contract must be completed within 365 days from Notice to Proceed.

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

NONE.

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

(End of clause)

NOAA Acquisition Manual 1330-52.203-71 NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)

By submission of an offer in response to a NOAA solicitation or acceptance of a contract, the contractor acknowledges the restriction on current NOAA employees regarding contact with offerors regarding prospective employment and the corresponding obligations for contractors who engage them. The contractor further acknowledges that it has provided notice to former NOAA employees who will provide service to NOAA under the contract of post-Government employment restrictions that apply to them. Such restrictions include, but are not limited to, those set forth in:

(a) 41 U.S.C. § 2103 regarding contacts between a Federal employee working on a procurement and an offeror about prospective employment;

(b) 18 U.S.C. § 207 regarding the restrictions on former Federal employees having contact with a Federal agency on behalf of another person or entity concerning a specific party matter with which the former employee was involved as a Federal employee or for which the former Federal employee had official responsibility;

(c) 18 U.S.C. § 207 regarding the restrictions on former senior employees and senior political employees from having contact with his former Federal agency on behalf of another person or entity concerning any official matter; and

(d) 41 U.S.C. § 2104 regarding the restrictions on a former Federal employee involved in an acquisition over $10,000,000 from accepting compensation from a contractor.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.208-70 SUBCONTRACTING WITH ABILITYONE NONPROFIT ORGANIZATIONS (DECEMBER 2022)

NOAA recognizes and appreciates the value and talent that people with disabilities bring to our workplaces. The Committee for Purchase From People Who Are Blind or Severely Disabled (AbilityOne Program) is one of the United States' largest sources of employment for people who are blind or have significant disabilities, employing more than 40,000 individuals, including approximately 2,500 veterans. Approximately 450 nonprofit organizations employ these individuals who provide quality products and services to the Federal Government totaling nearly $4 billion each year. Contracting with AbilityOne nonprofit organizations provides veterans and individuals who are blind or have significant disabilities more opportunities to work, lead independent lives, serve in their communities, and contribute to the strength of our Nation's economy.

This contract action is identified as including opportunities for subcontracting. The statutory obligation for Government agencies to satisfy their requirements for supplies or services available from the AbilityOne Program also applies when contractors purchase the supplies or services for Government use. For this contract action (contracting officer select one):

[] A subcontracting plan is required. The contractor shall include AbilityOne as a separate goal on the subcontracting plan. This line must be reported in the Electronic Subcontracting Reporting System (eSRS) under Large Business. AbilityOne will give Other Than Small Business credit on subcontracting plans.

[X] A subcontracting plan is not required. The contractor should consider subcontracting with AbilityOne nonprofit organizations to the maximum extent practicable and allowable consistent with other statutory and regulatory requirements applicable to the acquisition.

To engage with an AbilityOne Contractor (Non-Profit Agency) for subcontracting opportunities, the prime contractor should include the following information in an email to primecontractor@abilityone.org:

a) Solicitation number

b) Copy of the performance work statement or scope of work

c) Identification of work that will be set aside for AbilityOne

d) Estimated annual value of work for AbilityOne

e) Prime contractor point of contact email address, phone number, name, and title

(End of solicitation and contract language)

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: [N/A].

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

● Included in NOAA’s locator, and

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

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

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

(End of solicitation and contract language)

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

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.

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

(End of solicitation and contract language)

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

(a)

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

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

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

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

iii. Occupational safety or health hazards;

iv. Lapse in Appropriations; or

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

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

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

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

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

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

2. Forego the work; or

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

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

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

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

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

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

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.243-70 REQUESTS FOR EQUITABLE ADJUSTMENT (OCT 2017)

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

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

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

_____

(Official's Name)

_____

(Title)

(c) The certification in paragraph (b) of this solicitation and contract language requires full disclosure of all relevant facts, including:

1. Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

2. Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this solicitation and contract language does not apply to:

1. Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

2. Final adjustments under an incentive provision of the contract.

(End of solicitation and contract language)

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 52.219-8 Utilization of Small Business Concerns. (JAN 2025) (Deviation JAN 2026)

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;

(2) Whose management and daily business operations are controlled by one or more women; and

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c)(1) A joint venture qualifies as a small business concern if-

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)(1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor-

(i) Is registered in SAM; and

(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

(End of clause)

RFO 52.219-27 Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (FEB 2024) (Deviation JAN 2026)

(a) *Definition*.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled

veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see FAR 19.106).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, SDVOSB concerns eligible under the SDVOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for SDVOSB concerns eligible under the SDVOSB Program; and

(3) Orders set aside for SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*. (1) Offers are solicited only from concerns designated in SAM as SDVOSB concerns certified by SBA. Offers received from concerns that are not SDVOSB concerns certified by SBA will not be considered.

(2) Any award resulting from this solicitation will be made only to a concern designated in SAM as an SDVOSB certified by SBA.

(d) A joint venture may be considered an SDVOSB concern if the managing partner of the joint venture complies with the criteria defined in paragraph (a) of this clause and 13 CFR 128.402.

(e) In a joint venture that complies with paragraph (d) of this clause, the SDVOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the SDVOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NONE

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

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

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

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

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

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

(B) *For domestic construction material that is a critical item or contains critical components*. (*1*) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to

the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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

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

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

[Include other applicable supporting information.]

(End of clause)

RFO 52.252-2 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-overhaul/far-part-deviation-guide

(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)

Section 5 - Other Contract Terms and Conditions

Provisions List

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

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

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

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

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

CAR 1352.215-72 Inquiries. (APR 2010)

QUOTERS MUST SUBMIT ALL QUESTIONS CONCERNING THIS SOLICITATION IN WRITING VIA EMAIL TO:

SARA.BRUNSTETTER@NOAA.GOV
CASEY.MORRISON@NOAA.GOV

QUESTIONS should be received no later than **12:00pm Eastern Time on July 30, 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:
Casey Morrison
casey.morrison@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Noah Nielsen
noah.nielsen@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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate*.]

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

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

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

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

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

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

(End of clause)

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-overhaul/far-part-deviation-guide

(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)

Section 6 - Instructions to Offerors

Addendum to RFO 52.212-1 Instructions to Quoters-Commercial Products and Commercial Services (Sep 2023) (Deviation Jan 2026)

NOTICE TO QUOTERS: Instructions for submitting offers under this Request for Quotation (RFQ) must be followed. Failure to provide all information may result in the offer being considered non-responsive. Offers that are non-responsive may be excluded from further evaluation and rejected without further notification to the quoter. Only quotes that address and meet all requirements set forth in this RFQ will be considered acceptable. In addition, the following instructions establish the acceptable minimum requirements for the format and content of the quotes.

OBJECTIVE: The Government will award one purchase order from this Request for Quotation (RFQ). This RFQ is set aside 100% for Small Business concerns. The Government will only consider quotations from vendors who meet the small business size standard of NAICS 238160 at the time quotes are due.

GENERAL INSTRUCTIONS:
A. This commercial acquisition will be conducted in accordance with the terms and conditions of the Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO), specifically, RFO 12.201-1, Simplified Procedures and RFO Part 36 Construction and Architect-Engineer Contracts.

(1) Acceptance Period - The acceptance period entered on the Standard Form (SF) 1449 by the quoter must be valid for 90 days from the RFQ due date.

(2) Signature Authority – The person signing the quote must have the authority to commit the Quoter to all the provisions of the offer.

(3) The technical quote must be in an Adobe PDF format, not exceeding 10 pages, using 8.5 by 11-inch pages and no smaller than Times New Roman size 12 font. Tables, graphics, and other illustrations must be no smaller than size 10 font. Cover pages, the table of contents (TOC), bibliography, and acronym tables do not count towards the technical quote's 10 pages. Pages in excess of page limit, unless otherwise specified in this RFQ, will be removed and not evaluated regardless of content.

(4) The quoter must submit the following information with their quote submission via email (see instructions below) by **12:00pm Eastern Time on August 10, 2026:** QUOTES RECEIVED AFTER THE TIME AND DATE AS SPECIFIED IN BLOCK EIGHT (8) OF THE SF 1449 MAY NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS/BIDS/OFFERS/QUOTES
Electronic submission of proposals, bids, offers, or quotes is required and will only be considered if submitted through email to both sara.brunstetter@noaa.gov and casey.morrison@noaa.gov by the proposal deadline. All responses to solicitation questions will be released via SAM.gov.

SOLICITATION QUESTIONS
Quoters must submit all **questions** concerning this notice electronically via email to both sara.brunstetter@noaa.gov and casey.morrison@noaa.gov by **12:00pm Eastern Time on July 30, 2026**. Answers will be provided in the form of an amendment as soon as practicable. The Contracting Officer will utilize SAM.gov to issue any amendments to the solicitation.

EVALUATION SUBMISSION REQUIREMENTS
Award will be made to the responsible Quoter whose quote is determined to be the Lowest Price Technically Acceptable (LPTA). Quotes will be evaluated for Technical Acceptability on a Pass/Fail (Acceptable/Unacceptable) basis in accordance with streamlined commercial evaluation procedures.

To be eligible for award, the Quoter must receive an "Acceptable" rating in Factors 1, 2, and 3, and quote the lowest total evaluated price in Factor 4. Failure to achieve an "Acceptable" rating on any single technical factor will render the entire quote technically unacceptable and ineligible for award.

Additional Quoter Entity Information to be included:
1. Point of contact name, telephone, and e-mail address.
2. CAGE and UEI Number
3. Acknowledgement of registration in the System for Award Management (SAM) database
4. Acknowledgement of solicitation SF30 amendments
5. Identification of Authorized Negotiators, including name, telephone, and e- mail address
6. Certification that Representations and Certifications have been executed by an individual authorized to legally bind the quoting firm.

FACTOR 1: RELEVANT EXPERIENCE
The Quoter must submit a minimum of two (2) fully completed roofing projects and a minimum of two (2) fully completed HVAC projects performed within the last five (5) years from the issuance date of this solicitation. To ensure sufficient administrative and prime-level management capability for a project of this magnitude, the Quoter must have acted as the Prime Contractor on all submitted projects. Projects performed solely as a subcontractor will not be considered.

For each submitted project, the Quoter must provide the following verifiable details:

- Contract Number and Project Title.
- Commercial or Government Agency Name along with a valid Point of Contact (Name, Email, and Phone Number).
- An explicit statement confirming the Quoter acted as the Prime Contractor.
- Total Final Contract Dollar Value.
- Total Square Footage of Roof Replaced (for roofing projects) or Tonnage/CFM Capacity (for HVAC projects).
- Period of Performance of project.
- A brief description of the work, specifically highlighting execution within an active, occupied, or operational facility.

FACTOR 2: TENTATIVE PROJECT SCHEDULE
The Quoter must submit a single, comprehensive tentative project schedule (Gantt chart) detailing the sequence of work from the Notice to Proceed (NTP) through final inspection and closeout. To facilitate periodic invoicing under FAR 52.212-4(i) without the use of standard progress payments, the Quoter must integrate their proposed billing milestones directly into this Gantt chart using a designated "Milestone Payment Value" column. The submission must adhere to the following structuring rules:

- Required Schedule Elements: The schedule must explicitly account for Government submittal review/approval windows, long-lead manufacturing and delivery lead times for commercial HVAC equipment, logical construction sequencing, and weather contingency days.
- Clear Funding Separation: Every billing milestone on the Gantt chart must be explicitly labeled as either CLIN 0001 (Roofing) or CLIN 0002 (HVAC). No single milestone may mix tasks or funding from both CLINs.
- Mathematical Alignment: The sum of all milestone dollar values designated as CLIN 0001 must equal the total fixed price quoted for the roof. The sum of all milestone dollar values designated as CLIN 0002 must equal the total fixed price quoted for the HVAC.
- Cash Flow Constraints: To ensure steady cash flow for small businesses and prevent front-loading, milestone billing events must be spaced roughly 30 to 45 days apart. No single milestone value on the Gantt chart may exceed 15% of its respective total CLIN value.
- Verifiable Triggers: Every billing milestone must be tied to a distinct, physically verifiable completion event (e.g., "CLIN 0001: Zone A Tear-off & Dry-in Complete" or "CLIN 0002: HVAC Units Delivered and Rigged"). Generic progress percentages or unmapped labor hours are not permitted.

FACTOR 3: COMMUNICATION AND SUBCONTRACTOR MANAGEMENT PLAN
The Quoter must submit a comprehensive management plan that demonstrates a clear, unfragmented command structure between the Prime Contractor and all proposed subcontractors. The plan must explicitly address:

1. Identify Key Personnel: Name a single point of contact (Project Manager or Site Superintendent) who will be assigned to the project and possesses full authority to contractually direct subcontractor actions on-site.
2. Detail Communication Protocols: Provide a specific flow of communication ensuring Government directives, inspections, and deficiencies are pushed down to and corrected by subcontractors within 24 hours.
3. Provide Risk Mitigation: Outline a realistic strategy for managing, enforcing accountability, or replacing a non-performing subcontractor without impacting the project schedule or passing management delays onto the Government.

FACTOR 4: PRICE
The Quoter must submit a firm-fixed-price quote utilizing the Government's CLIN structure to accommodate separate funding lines:

- CLIN 0001: Roofing Replacement (Firm-Fixed-Price) — 1 Job — $ _____

- CLIN 0002: HVAC Replacement/Installation (Firm-Fixed-Price) — 1 Job — $ _____

The Government intends to award based on initial submissions without conducting interchanges or exchanges. Submit your most complete technical package and competitive pricing. Incomplete or

non-compliant quotes may be rated Unacceptable and eliminated without further interaction.

Exchanges and Interchanges: The Government reserves the right to communicate exclusively with the apparent Lowest Price Technically Acceptable (LPTA) quoter to clarify or finalize any price or non-price issues before award. Alternatively, the Contracting Officer may use Interchange Notices (INs) with one or more quoters to resolve quote anomalies. Communicating with one vendor does not obligate the Government to open communications with any other quoter.

AbilityOne:
Consistent with Government's commitment to providing employment opportunities for those with disabilities, the contractor is encouraged to independently partner with the National Industries for the Blind and SourceAmerica Central Nonprofit Agencies under the AbilityOne Program (www.abilityone.gov) in identifying subcontracting opportunities for this requirement and using qualified AbilityOne contractors. Each quote must describe their proposed use of the AbilityOne program, describe how they will effectively utilize AbilityOne contractors, and provide their anticipated goals for this requirement. A list of AbilityOne products and services listed by North American Industry Classification System codes and descriptions, and Product Service Codes is available at https://www.abilityone.gov/abor.html.

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

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

Section 7 - Evaluation

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

BASIS FOR AWARD
This RFQ is conducted under the guidelines set-forth in RFO Part 12 Acquisition of Commercial Products and Commercial Services, which outlines the ordering procedures. An award will be made using the Lowest Price Technically Acceptable (LPTA) source selection process. Evaluation will start with the lowest priced quote and move upwards until a quote receives a "pass" rating for Factors 1-3.

The Government reserves the right to cancel the RFQ if cancellation is in the best interests of the Government. The Government will not make an award at a significantly higher overall price to achieve a marginal increase in superior technical capability. Overall price to the Government may become the ultimate determining criterion for award of the order as quotes become more equal based on the non-price factors.

EVALUATION CRITERIA
The Government will award a contract resulting from this solicitation to the responsible Quoter whose quote, conforming to the solicitation, is determined to be technically acceptable and offers the lowest evaluated price. Award will be made using Lowest Price, Technically Acceptable (LPTA) procedures without tradeoffs based on the following pass/fail criteria:

FACTOR 1: RELEVANT EXPERIENCE

- To Pass: The submitted projects demonstrate commercial construction experience that is fully completed within the last five (5) years and is similar in size, scope, and complexity to this requirement (comparable square footage/equipment tonnage, must include at least two (2) distinct commercial/government roofing replacements and two (2) distinct commercial/government HVAC installations, projects must have been successfully executed within an occupied, operational facility without disrupting client missions, and the Quoter must have acted as the Prime Contractor on all submitted projects, proving they managed the overall schedule, safety, and any tiered subcontractors. Past performance history may be verified via CPARS or through the provided references).

- Standard for Failure: The Quoter submits projects where they acted only as a subcontractor; submits fewer than two completed projects per category; submits ongoing/incomplete projects; or submits projects falling significantly below the size, scope, and operational complexity thresholds.

FACTOR 2: TENTATIVE PROJECT SCHEDULE

- To Pass: The project schedule/Gantt chart realistically maps out construction from NTP to final inspection within the mandatory 365-calendar-day limit. It features distinct line items for submittal reviews and realistic HVAC equipment lead times. Furthermore, the embedded billing milestones separate the funding lines between CLIN 0001 and CLIN 0002; the milestone values reconcile to the exact totals in the Price Schedule; no single milestone exceeds the 15% cap; billing intervals are spaced logically (every 30 to 45 days); and all milestones are tied to clear,

physically verifiable field triggers.

- Standard for Failure: If the schedule relies on unrealistic timelines (e.g., zero lag time between ordering and delivery of heavy equipment), exceeds the 365-day limit, omits critical project milestones, mixes roofing and HVAC funding, exceeds the 15% milestone cap, or bases payments on generic progress percentages rather than physical deliverables, the quote will be rated Unacceptable.

FACTOR 3: COMMUNICATION AND SUBCONTRACTOR MANAGEMENT PLAN

- To Pass: The plan explicitly names a dedicated Project Manager/Superintendent with total on-site authority over subcontractors, outlines an internal communication loop that addresses Government-identified defects within 24 hours, and details an ironclad risk plan for holding subcontractors accountable or replacing them without schedule slippage.

- Standard for Failure: The plan lacks a named single point of contact with on-site authority, fails to provide a 24-hour remediation timeline, or delegates Government-facing communication or quality control responsibilities directly to a subcontractor.

FACTOR 4: PRICE

The Government will evaluate price quotes independently from the technical factors. Price will not be scored, point-assigned, or adjectively rated.
The Contracting Officer will evaluate the total quoted price (the cumulative sum of CLIN 0001 and CLIN 0002) for mathematical accuracy, completeness, and price reasonableness in accordance with FAR 12.203 and 12.204.

ABILITYONE: The AbilityOne Utilization Plan will not be scored or rated. The Government will review quotes to ensure that the quoter demonstrated a good faith effort to meet the submission requirements.

EXCHANGES WITH LPTA QUOTER

Once the Government determines the Quoter that is the LPTA (i.e., the apparent successful Quoter), the Government reserves the right to communicate with only that Quoter to address any remaining issues, if necessary, and finalize an order with that quoter. These issues may include non- price and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best suited Quoter based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited quoter, no further communications with the previous Quoter will be entertained until after the order has been awarded. This process must continue until an agreement is successfully reached and an order is awarded. If the Government determines that it is not in its best interest to follow the exchanges with the LPTA Quoter process, the Government reserves the right to hold interchanges using Interchange Notices (INs). Interchanges are fluid interaction(s) between the CO and the Quoters that may address any aspect of the quote and may or may not be documented in real time. The Government intends to make the award based on the initial quote submissions without conducting interchanges. The Government is not required to conduct interchanges with any or all Quoters responding to this RFQ.

NOTICE OF AWARD

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

(End of Provision)