SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1305M426R0030	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/18/2026	PAGE 1 OF 97 PAGES

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE CSAD-FAC	8. ADDRESS OFFER TO
CSAD-Facilities Support 1325 EAST WEST HWY SSMC2, RM 11323 SILVER SPRING MD 20910	

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	PAUL TUCKER	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

11. The contractor shall begin performance within 0 calendar days and complete it within 365 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1200 ***(hour)*** local time 07/20/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CSAD-FAC

CSAD-Facilities Support
1325 EAST WEST HWY
SSMC2, RM 11323
SILVER SPRING MD 20910

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 0 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

NOELLE ALBERT

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 365 Days After Notice to Proceed Delivery Location Code: AJ030012 DOC/NOAA/CAO 1305 EAST-WEST HWY SUITE 8443 SILVER SPRING MD 20910 USA				
0001	New BSL-2 Laboratory: Renovate an existing conference room (approximately 640 square feet) into a functioning BSL-2 laboratory, relocate existing laboratory equipment from the trailer to the new lab, and decommission the trailer. Product/Service Code: Z2AA				
0002	New Conference Room: Convert a portion of the existing library (approximately 620 square feet) into a replacement new conference room. (Option Line Item) Anticipated Exercise Date: 01/15/2027 Product/Service Code: Z2AA				
0003	New Equipment Vestibule: Construct an enclosed vestibule (approximately 160 square feet) adjacent to the new BSL-2 lab to house Owner freezers and refrigeration equipment, including a -80°C Thermo Freezer. (Option Line Item) Anticipated Exercise Date: Product/Service Code: Z2AA				
0004	Laboratory Fume Hood and DI Water Systems: Furnish and install one (1) laboratory fume hood and one (1) deionized water system in the new BSL-2 laboratory (Option Line Item) Anticipated Exercise Date: Product/Service Code: Z2AA				

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Section B - Supplies or Services/Prices

B.1 PRICING

B.1.1 As a firm-fixed price contract, the contract price includes all labor, materials, equipment and services necessary to accomplish the construction required by the Contract Documents, including applicable customs duties, transportation to the site, storage, premiums for insurance and bonds required by the Solicitation Documents and/or the Contract Documents, permits, license and inspection fees, taxes, and all other items called for by the contract or otherwise necessary for performance of the contract. The Contract Price may be adjusted only by a written Contract modification signed by the Contracting Officer (CO).

B.1.2 The contractor shall complete all work, including furnishing all labor, material, equipment and services as called for and required by the terms and conditions of this contract document and all attachments hereto. The maximum time allowable for performance has been identified in Section/Paragraph F.1, clause 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (Reference FAR 11.404(b)). The price is firm fixed-price and shall include all labor, materials, equipment, services, overhead, bonding and cost for insurance.

B.2 CONTRACT PRICE - CONTRACT LINE ITEM NUMBERS (CLIN)

PROJECT TITLE: NOS NCCOS COOP OXFORD LAB BSL 2 PROJECT

CONTRACTOR COMPLETES CONTRACT LINE ITEM NUMBERS (CLIN):

CLIN 0001 Base Bid - BSL 2 Laboratory			
The contractor shall complete all work outlined in the Statement of Work and applicable attachments for the BSL 2 Laboratory. Additionally, the contractor shall furnish and include a price for all professional services, supervision, labor, material, transportation, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed price and within the time specified herein. This price shall also include overhead insurance and fees, bonding, profit and all cost for project General Requirements.			
Construction Services	1	JOB	$_____

CLIN 0002 Optional Task: Conference Room			
The contractor shall complete all work outlined in the Statement of Work and applicable attachments for Conference Room. Additionally, the contractor shall furnish and include a price for all professional services, supervision, labor, material, transportation, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed price and within the time specified herein. This price shall also include overhead insurance and fees, bonding, profit and all cost for project General Requirements.			
Construction Services	1	JOB	$_____

CLIN 0003 Optional Task: Exterior Vestibule - Refrigerator - Freezer Farm
The contractor shall complete all work outlined in the Statement of Work and applicable attachments for Exterior Vestibule - Refrigerator - Freezer Farm. Additionally, the contractor shall furnish and include a

price for all professional services, supervision, labor, material, transportation, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed price and within the time specified herein. This price shall also include overhead insurance and fees, bonding, profit and all cost for project General Requirements.			
Construction Services	1	JOB	$_____

CLIN 0004 Optional Task: Laboratory Fume Hood and DI Water Systems			
The contractor shall complete all work outlined in the Statement of Work and applicable attachments for Laboratory Fume Hood and DI Water Systems. Additionally, the contractor shall furnish and include a price for all professional services, supervision, labor, material, transportation, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed price and within the time specified herein. This price shall also include overhead insurance and fees, bonding, profit and all cost for project General Requirements.			
Construction Services	1	JOB	$_____

B.3 TYPE OF CONTRACT
The resulting contract will include Contract Line Item Number (CLIN) that is Firm Fixed-Price.

B.4 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

References:
I.1 52.245-1 Government Property

B.4.1 In accordance with referenced clauses, the following Government Furnished Equipment and materials will be provided for incorporation into the work by the contractor. The equipment, systems components and parts will be furnished in sufficient quantities and in sufficient time to allow the contractor to complete the construction work as scheduled in accordance with the approved design.

Contractor shall reference Section J4 for a detailed list.

B.5 DELIVERABLE – RELEASABLE COPIES – FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) permits withholding information under several exemptions, including Exemption 4 which protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential," 5 U.S.C. 552(b) (4). Within five business days of contract award, the contractor shall provide a statement that the contract is available for full disclosure under the FOIA or provide a scanned PDF of the redacted copy of the contract identifying the specific portions the contractor believes are covered by the particular exemption requested. Any redactions must be fully supported under the FOIA. In the event the Government notifies the contractor that it does not agree with a proposed redaction, the contractor shall have five business days to submit additional information to support the requested redaction. For subcontracts, within 5 business days of the contractor's award of any subcontract over $500,000 the contractor shall provide the Government a scanned PDF copy of the subcontract with a statement that the copy is either available for full disclosure, or identifying the specific portions believed to be covered by the particular exemption requested. Redactions should be limited to those protections provided under the FOIA. Following the

procedures above, the Government has the right to notify the contractor of any disagreement with proposed redaction or exemption requests.

Section C - Description/Specifications

C.1 STATEMENT OF WORK

See Section J for Statement of Work and Drawings, Specifications & Applicable Attachments

Section E - Inspection and Acceptance

Note:
Clauses numbered 52.XXX… Are Federal Acquisition Regulation or Revolutionary FAR Overhaul Clauses.
Clauses numbered 1352.XXX…Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX… Are NOAA Acquisition Manual Clauses.

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FAR 52.246-12	Inspection of Construction	AUG 1996

E.2 SUBSTANTIAL COMPLETION

Definitions.

E.2.1. "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer or Contracting Officer's Representative (COR) in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the contract documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which (1) do not interfere with the intended occupancy or utilization of the work and (2) can be completed or corrected within the time period required for final completion.

E.2.2 "Date of Substantial Completion" means the date determined by the Contracting Officer or Contracting Officer's Representative of which substantial completion of the work has been achieved. This date shall be contingent on the Contractor completing certain general construction work.

Substantial Completion is further dependent upon the Contractor providing all essential training on operations and maintenance, as required, to the designated Facility personnel. Unless indicated otherwise, the Date of Substantial Completion, as acknowledged by the Government, is also the commencement date of all warranties and guarantees required by the contract documents.

When the Contractor feels that the work is substantially complete, it shall notify the Contracting Officer and the Contracting Officer's Representative requesting a substantial completion walk thru inspection.

Attached to the request must be a list of items to be corrected/completed (punch list). An inspection of the work shall be conducted by National Oceanic and Atmospheric Administration (NOAA) or its

designated representative to review the punch list and verify its accuracy; should the Contractor's punch list prove to be inaccurate or incomplete, Contractor shall provide a revised punch list. At the time of the inspection, the Contractor shall be required to submit to NOAA or its designated representative all inspection reports, test results, operation and maintenance manuals, keys and keying schedules for the substantially complete work. This information will then be turned over to the Facility.

Upon the successful completion of the inspection, the Contracting Officer shall provide Certification of Substantial Completion.

Not until the date and Certificate of Substantial Completion have been fully acknowledged, by the National Oceanic and Atmospheric Administration'sContracting Officer and Contracting Officer's Representative, will the Contractor be relieved of the responsibility for the security and maintenance of the work, except for punch list items. Following acknowledgment by theNational Oceanic and Atmospheric Administration, the Contractor shall provide any required additional training to designated Facility Personnel, and shall also complete the punch list items in accordance with the Schedule identified in the Certificate of Substantial Completion. Failure to complete the punch list items within the schedule may be a breach of contract and will be subject to the sanction of the contract.

E.3 USE OF EQUIPMENT BY THE GOVERNMENT

E.3.1 Right to use The Government may take over and operate, with Government employees, such equipment as necessary for heating or cooling such areas of the building that require the service, and other equipment such as elevators, electrical, plumbing, and mechanical systems, as soon as the installation is sufficiently complete to permit operation.

E.3.2 Notice The Government will advise the Contractor in writing (FAR 52.236-11 entitled Use and Possession Prior to Completion), prior to the use of the equipment, which items of equipment will be taken over and operated, in addition warranty to the date and time such operation shall begin.

E.3.3 Effect on warranties. Government operation of equipment will not relieve the Contractor of warranty or correction obligations elsewhere provided for in this contract. The applicable warranty period, elsewhere provided for in this contract, for each piece of equipment shall be in accordance with the applicable provisions of this contract.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 Definitions.

E.4.1.1 "Final Completion and Acceptance" means the stage in the progress of the work as determined and certified by the CO or COR, in writing to the Contractor, on which work required under the contract has been completed in an acceptable manner in accordance with the contract requirements, subject to the discovery of latent defects after final completion and except for items specifically excluded in the notice of final acceptance. The contractor shall reference Section G.14 entitled Final Completion/Closeout for documentation required prior to final acceptance.

E.4.1.2 "Date of Final Completion and Acceptance" means the date determined by the Contracting Officer as of which final completion of the work has been achieved, as indicated by written notice to the

Contractor. Documentation indicating Final Acceptance has been achieved will be issued upon satisfactory review of the Final Completion/Closeout package required in Section G.14.

E.5 INSPECTION AND ACCEPTANCE

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

(b) Inspection and acceptance will be performed at:

National Oceanic and Atmospheric Administration
904 S. Morris Street
Oxford, MD 21654

The Government shall perform inspections and tests, as may be applicable, in a manner that does not unduly delay the work.

E.6 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: 904 S. Morris Street, Oxford, MD 21654

Section F - Deliveries or Performance

Note:
Clauses numbered 52.XXX… Are Federal Acquisition Regulation or Revolutionary FAR Overhaul Clauses.
Clauses numbered 1352.XXX…Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX… Are NOAA Acquisition Manual Clauses.

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FAR 52.242-14	Suspension of Work	APR 1984
FAR 52.247-34	F.o.b. Destination	NOV 1991

F.2 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 days after receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed within 30 Calendar Days after execution of contract award. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

F.3 PLACE OF PERFORMANCE

National Oceanic and Atmospheric Administration
904 S. Morris Street
Oxford, MD 2165

F.4 SCHEDULES

F.4.1 CONTRACTOR'S SUBMISSION OF PROJECT EXECUTION SCHEDULES

F.4.1.2 These schedules shall include but is not limited to construction, product data, major material, equipment fabrication, delivery, samples and other submittals required by the contract to be submitted for acceptance.

F.4.1.3 Deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the GOVERNMENT in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.4.1.4 The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the COR to achieve coordination with work by the GOVERNMENT and separate contractors employed by the GOVERNMENT. The Contractor shall submit schedules on the last day of the preceding month for the next month's work. The schedule shall sequence work so as to minimize disruption at the jobsite.

F.5 EXCUSABLE DELAYS

F.5.1 The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default (Fixed-Price Construction). Examples of such cases include (l) acts of God or of the public enemy; (2) acts of the United States Government in either its sovereign or contractual capacity; (3) acts of the Government of the host country in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the Government; (5)fires; (6) floods; (7) epidemics; (8) quarantine restrictions; (9) strikes; (l0) freight embargoes; and (11) unusually severe weather.

F.5.2 In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

F.6. NAM 1330-52.215-70 SCHEDULE OF DELIVERABLES (SEPT 2005)

The following is a schedule of all deliverables, including administrative deliverables, required during the construction period of this contract:

DESCRIPTION	DUE DATE	DELIVER TO	FORMAT	COPIES
Administrative				
Insurance per Section H.10	10 calendar days after award	CO, CS, COR	E	1
Pre-Construction Conference Briefing Materials	Prior to pre-construction conference	CO, CS, COR	E	1

Payment Requests per Section G.9	Last day of each month	COR	E	1
Planning and Design				
Stamped/Sealed Construction Drawings by an MD-licensed professional	Prior to major construction	COR	E	1
Project Schedules				
Schedule of Values per Section G.8	15 days before the first progress payment	COR	E	1
Baseline Project Execution Schedule (BPES)	30 days after NTP	COR	E	1
Monthly Schedule Updates and Progress Reports per FAR 52.236-15	Monthly, starting with BPES acceptance	COR	E	1
Daily Reports	NLT 0900 ET the following day, starting on the first day of mobilization	COR	E	1
Quality Control				
Contractor Quality Control Plan	30 calendar days from award	COR	E	1
Contractor Quality Control Reports	Daily during active construction	COR	E	1
Facilities and Controls				
Site Utilization Plan	15 calendar days after NTP	COR	E	1
Temporary Lighting and Electrical Plan (if applicable)	15 calendar days after NTP	COR	E	1
Commissioning and Closeout				
Construction Completion Note with photos and key test results	Upon completion of construction, prior to acceptance	COR	E	1
Closeout Package (test reports, as-builts, manuals, warranty info) BSL-2 readiness confirmation.	Prior to acceptance of the new lab space	COR	E	1
Equipment Checklist and Move Completion Summary	10 business days after completing the move	COR	E	1
Trailer Decommissioning Summary with photos (1 page)	10 business days after trailer cleanout	COR	E	1

As-Built Drawings (PDF) and Final Layout Drawing	20 business days after substantial completion	COR	E	1
Final Cost Breakdown by Trade (for Builder SMS entry): demolition, structural, mechanical, electrical, plumbing, fire protection, interior finishes, site civil	With as-built drawings	COR	E (Excel)	1
Request for Substantial Completion	15 calendar days prior to the scheduled substantial completion	COR	E	1
Request for Final Inspection and Testing	15 calendar days prior to the scheduled final acceptance	COR	E	1
Project Completion Photography. Interior and exterior photos of completed work, minimum one photo per room/area.	At final acceptance	COR	E	1
Warranty Management Plan per FAR 52.246-21	15 calendar days prior to final acceptance	COR	E	1
Orientation and Training				
Orientation Walk-Through (1-2 hours) with lab and facilities staff	Prior to final completion	COR	E	1
Manuals and Warranty Information for new items installed	Prior to final completion	COR	E	1

F.7 PROJECT EXECUTION SCHEDULE

F.7.1 In accordance with FAR 52.236-15, Schedules for Construction Contracts, the contractor shall provide a “draft” project schedule for review during the post award/pre-construction meeting which specifically shows the time frame required to accomplish the individual construction activities. The schedule shall be in the form of a progress chart (of suitable scale) to appropriately indicate the percentage of work scheduled for completion at any given date during the performance period. The chart shall outline the general sequential order in which the contractor proposes to perform the work and the dates on which the contractor contemplates start and completion. A final project schedule shall be submitted to the CO/COR for review and approval through the submittal process per the SOW.

Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

F.8 DOCUMENTATION OF REQUESTS FOR EXTENSION

F.8.1 Any request for a time extension must be supported by the following data, and any other relevant data requested by the CO:

F.8.1.1 For any delays for which an extension of time is requested, (a) the exact date and degree of work stoppage, (b) the date of resumption of any or parts of such work, and (c) a description of the nature of the delay and the degree, if any, to which the Contractor could have reasonably anticipated and guarded against such delay or damage incidental thereto.

F.8.1.2 For delays in receipt of Contractor furnished materials, (a) the date the materials were ordered, (b) the dates of anticipated delivery at the port of entry and at the project site, (c) the date the materials were scheduled for use or installation by the Contractor, (d) the date the materials were shipped, and (e) the dates the materials were actually received at the port of entry, cleared customs (if applicable), and were delivered to the project site.

F.8.1.3 For delays in receipt of Government furnished materials, the date the materials were scheduled for use or installation by the Contractor and the date(s) the materials were actually received at the port of entry, cleared customs (if applicable), and were delivered to the project site.

F.8.1.4 For delays in receipt of Government approvals of submittals properly prepared, reviewed, and approved by the Contractor before their submission as required by the contract documents, (a) the date of submission, (b) the date approvals were received by the Contractor, and (c) the date that installation or fabrication indicated by the submittals were begun, compared with the dates indicated by the current approved construction schedule and schedule of submittals.

F.8.1.5 For weather delays, (a) average weather conditions during a comparable period over the preceding ten years, (b) a daily log recording the actual weather conditions during the relevant time period, and (c) the dates work affected by the weather conditions were scheduled to be performed and the actual dates of performance.

F.9 SUSPENSION OF WORK- NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor is in non-compliance with requirement of this contract and fails to promptly initiate such action as may be appropriate to comply with the specified requirement, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply with the contract requirement. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

F.10 NOTICES TO PROCEED (NTP)

F.10.1 At the time of contract award, the Contractor must commence work to furnish the necessary document submittals within specified time. This work includes continued development of the Project Execution Schedule (PES) that was submitted by the Contractor with the cost proposal. The Government will review the PES and provide comments to the Contractor. Failure of the Government to find mistakes and omission in the proposal schedule does not relieve the Contractor of contract requirements.

F.10.2 NTP Construction- The contractor shall reference Section F.8.1 for Baseline Project Execution Schedule (BPES) submission requirements, as it pertains to NTP issuance. Following receipt from the Contractor of bonds or evidence of insurance within the time specified in Section/Paragraph H.11 Bond Requirements, of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide the Contractor their Notice to Proceed.

F.10.3 The Contractor must then prosecute the work required hereunder, commencing and completing performance no later than the time period established in the contract.

Section G - Contract Administration Data

Note:
Clauses numbered 52.XXX… Are Federal Acquisition Regulation or Revolutionary FAR Overhaul Clauses.
Clauses numbered 1352.XXX…Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX… Are NOAA Acquisition Manual Clauses.

G.1 CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2 CAR 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) To Be Determined (TBD) is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the Contractor by issuing a new COR designation letter to the contract. The COR is located at:

To Be Determined (TBD)

(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.

G.3 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at a place, time and by what method to be determined by the Contracting Officer. Notice to Proceed (NTP) will be issued at the Pre-construction conference. The Contractor is required to attend. Major subcontractors may attend, but may not participate therein other than through the Contractor. The purpose of this conference is to review the contract procedures

and to discuss questions in regards to the contract documents. The Contracting Officer or his/her representative will provide clarifications.

G.4 PROJECT MEETINGS

All progress meetings will be held at a place and time established, at the discretion of the Contracting Officer, for the purpose of coordination with the contractor and status updates of the project. Progress meetings will be scheduled and organized by the contractor on a weekly basis for the duration of construction through substantial completion. These meetings shall be made available to remote attendees either by phone or internet video conferencing, via a platform accessible by the Government. Meeting minutes resulting from the weekly progress meetings will be issued identifying at a minimum (a) topics discussed, (b) critical submittals and status, (c) actions required, responsible parties, and time frames to resolve, (d) progress achieved since last meeting, (e) Quality Control deficiencies and issues, and (f) minimum of ten (10) photographs of construction progress. Two additional progress meetings will be held during the project completion and closeout phase of the project.

G.5 OPERATIONS, STORAGE AREAS AND SECURITY

All operations of the Contractor (including storage of materials) upon Government premises shall be confined to areas authorized or approved by the Contracting Officer. The Contractor shall erect whatever barriers or enclosures are necessary to define the site and protect the materials, equipment and work. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by its operations.

The Contractor shall comply with regulations governing the operations on the premises, which are occupied and shall perform the contract in a manner that will not interfere with the conduct of normal business.

All persons employed under this contract shall, while on the premises, observe the regulations in effect at the site, and are cautioned that entrance to any existing building outside the scope of the contract is forbidden, except by official permission.

The Contractor will be doing work on federally-owned or federally-controlled property. All persons employed under this contract, and sub-contracts issued herein under, are to observe security regulations in effect at the site. The Contractor and all persons employed under the contract are required to comply with established security, sign-in, and random search procedures.

All work that will affect or alter the normal operations of the Facility is to be coordinated with the COR at least one week in advance. If the work requires partial or total interruption of utilities, two weeks written notice must be given.

The Contractor shall furnish and install barricades or enclosures necessary to keep all dust and debris away from the facilities that are to remain in use.

The Contractor shall carefully remove and relocate all salvageable material to such areas as designated by the Contracting Officer.

Under no condition will the Contractor or any persons employed under the contract be permitted to consume or transport any alcoholic beverages, drugs, or firearms on the site.

Any person found violating these or any, other conditions set forth in the contract document will be barred from the project.

In addition to the above, the Contractor shall be responsible to provide at least, but not limited to, the following:

Provide an appropriate security system and facilities to protect work from unauthorized entry, vandalism, and theft.

Employ such services or measures as needed to properly protect and safeguard work. Provide protection for materials, tools, and equipment employed on Project, including workmen's tools.

The Government will not be held liable or responsible for damage or loss to Work due to trespass or theft.

G.6 PROJECT SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising a safety program in connection with the construction project. All reasonable precautions are to be taken to provide protection and to prevent damage, injury, or loss to:

A. Employees and others who may be affected by the construction project.
B. All project materials and equipment on the site.
C. Other property on the site or adjacent thereto.

The Contractor shall erect and maintain approved barricades and all reasonable safeguards for safety and protection, including the posting of danger signs and other warnings against hazards.

During any approved new construction, the Contractor is to erect fences or other barriers around the construction site and any required storage and staging areas.

Current OSHA regulations must be followed in the placement or erection of safety barriers around excavation. The Contractor will not be permitted to commence with any excavation until this enclosure is completely erected and its completion verified by the Architect/Engineer.

During any repairs, alterations, or additions to existing facilities, the Contractor is to provide a secure separation between the areas where the work is to be performed and areas that are utilized by the Facility. Care must be taken by the Contractor to provide continuous and uninterrupted occupancy of the adjacent spaces or facilities.

G.7 DISPOSAL OF REFUSE

Refuse resulting from construction operations shall be removed from the site. Refuse shall not be allowed to accumulate for more than one week and shall be removed at more frequent intervals if

directed by the Contracting Officer or its designated representative.

G.8 DETAILED ESTIMATE FOR PROGRESS PAYMENTS

Before the first progress payment under this contract becomes due, the Contractor shall prepare a Detailed Estimate (Cost Loaded-Schedule of Values) for Progress Payments itemizing the Contract Price in the form that is customary in the field and is acceptable to the Contracting Officer. The Schedule of Values may be submitted in G702 or 703 AIA format. The values in the Detailed Estimate will be used as a basis for determining progress payments, but will not be conclusive as to the amounts due the Contractor or as to the value of changes in the work. The Contractor's overhead and profit shall be prorated throughout the life of the contract.

The values in the breakdown will be used for determining progress payments. No progress payments requests will be accepted or considered for payment until the Schedule of Values has been accepted and approved by the Contracting Officer.

Preparatory work done will be taken into consideration in preparing estimates upon which progress payments are based.

Estimates on which progress payments are based shall include the value (as determined by the Contracting Officer) of satisfactory in-place work performed pursuant to a unilateral modification (change order) where final agreement on the equitable price adjustment has not been reached, up to the limit specified in the individual unilateral modification.

The Contractor shall not be deemed to have the right to receive final payment due or to become due under this contract unless and until the Contractor's surety has made payment in settlement of requirements of the surety's undertaking under the payment or performance bond and has so notified the Contracting Officer of the claims and amounts so paid.

G.9 MONTHLY PROGRESS PAYMENT REQUESTS (Application for Payment)

G.9.1 Payment requests. The Contractor may submit requests for progress payments at monthly intervals. Each application shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.9.2 Stored materials. Unless otherwise provided in the Contract Documents, material delivered that will be incorporated into the structure may be included in a request for payment, provided the material is delivered on the site, or is delivered to the Contractor and properly stored in a bonded warehouse, storage yard or similar suitable place in the vicinity of the project as may be specified in the Contract Documents or approved by the COR, and is suitably insured against loss, damage and theft. If a request for payment includes delivered material on the site, the Contractor shall furnish with the request for payment such evidence as may be required as proof of quantity and value of such materials. If a request for payment includes delivered material permitted by the Contract Documents or the COR to be stored off the site, the Contractor shall furnish with the request for payment properly executed bills of sale for the delivered material upon which payment is being made. The Contractor shall remain responsible for such stored materials.

G.9.3 An amount of five (5) percent of the contract value will be retained and reflected in the Schedule of Values. In accordance with the payment provision of the contract, the retained amount will be released to the contractor as follows:

G.9.3.1 Four (4) percent of the retained amount will be released to the contractor upon inspection, submission and acceptance of the Contract's required Final Completion/Closeout Documents.

G.9.3.2 The remaining one (1) percent of the retained amount will be released upon attainment of Final Acceptance (see Section/Paragraph E.4).

G.10 METHOD OF PAYMENT

As prescribed by FAR 52.232-33, the Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information within the SAM database.

The requirement for all federal agencies to integrate the use of SAM into their business practices was formalized with the issuance of a new Federal Acquisition Regulation policy, Circular 2003-016, case 2002-018. The issuance of this policy requires all federal contractors to register in the SAM database prior to contract award of any contract or purchase agreement. Furthermore, the rule stipulates SAM will now be the source of EFT account information for contractors doing business with the Federal Government. To this end, payment offices are now required to use the information contained in SAM to accomplish payments to vendors. Therefore, it is extremely important that the Contractor keep their information current in SAM. This means that the Contractor must renew their registration every 365 days. In addition, if their active registration expires while they are still under contract all payments will stop.

G.11 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

G.11.1 The Contractor shall submit with the request for payment a certification with regards to payments. Reference I, 52.232-5, Payments Under Fixed-Price Construction Contracts.

G.11.2 Evaluation by the Contracting Officer. Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the CO or COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

G.12 NAM 1330-52.232-71 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

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://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), FAR 52.232-27(a)(2)).

The Contractor must include the following documents* as attachments to payment requests submitted through the IPP: *Requirements for a proper invoice can be found in Subsection I.1 of the contract document, Clause 52.232-27 of the Federal Acquisition Regulation PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017), (a)(2)(i) through (a)(2)(xi) of this clause and requirements of FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014). If the invoice does not comply with any of these requirements, the invoice shall be returned within seven (7) days after receipt with explanations as to why the document was considered an improper invoice according to the terms of this contract.

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.

G.13 TEST RESULTS

The Contractor shall maintain a complete record of all required performance and system tests and reports that are conducted on the construction site. Copies of all verified test results shall be transmitted to the Contracting Officer's Representative (COR) as part of the closeout documentation.

G.14 FINAL COMPLETION/CONTRACT CLOSEOUT

After the Certificate of Substantial Completion has been acknowledged by CO or COR, and the correction/completion of the new punch list items has been accomplished, the Contractor should submit a Notice of Final Completion to the CO and COR, requesting a final walk-through inspection. Following the final inspection/walk-through, upon the recommendation of the Architect/Engineer and to the satisfaction of National Oceanic and Atmospheric Administration that the work is fully completed and acceptable, the Contractor shall submit all documents required for contract closeout.

The following documents shall be submitted to the Architect/Engineer for review and transmittal to the National Oceanic and Atmospheric Administration for approval:

- Subcontractor(s), and major supplier(s) Releases of Claims if requested by the CO
- Certification of payment to subcontractors and suppliers
- Contractor Releases of Claims/(original)
- Originally-signed copies of all warranties, guarantees, and maintenance manuals, as applicable.
- As built drawings in both CADD and PDF on CD Building System Commissioning manuals
- Warranty Spreadsheets inclusive of point of contacts
- Release of Liens

NOTE
If, for any reason, the project proceeds directly to final completion, and no Certificate of

Substantial Completion is issued, then insurance shall be for one year from the date of the final walk-through, as attested to by the Government. This date of Final Completion is also the commencement date of all warranties and guarantees required by the contract documents.

Final payment under the contract will not be made until all required documents, including those listed above, are received and approved by the National Oceanic and Atmospheric Administration.

G.15 ORDER OF PRECEDENCE

G.15.1 In addition to the provisions of contract clause 52.236-21, Specifications and Drawings for Construction (JAN 2026), the following order of precedence shall apply:

G.15.2 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

G.15.2.1 Standard Clauses of the Contract (those bearing numbers beginning with “52"), set forth in full text or incorporated by reference in Part I- The Schedule, Part II - Contract Clauses, Part III - List of Documents, Exhibits, and Other Attachments, and Part IV - Representations and Instructions.

G.15.2.2 Supplemental Contract Provisions set forth in Part I- The Schedule, Part II - Contract Clauses, and Part IV - Representations and Instructions.

G.15.2.3 The specifications, including any and all addenda.

G.15.2.4 The drawings.

G.15.3 Any inconsistency among the Contract Documents shall be resolved by giving precedence in the following order: In case of differences between small and large scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other like portions of the work. Where the word “similar” occurs on the drawings, it will have a general meaning and will not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

G.15.4 In case of apparent error, discrepancy, or omission either in the Standard Design Requirements Documents or the Project Specific Requirements furnished by the Government to the Contractor, the Contractor shall submit the question promptly to the CO for clarification. The CO shall review the question and respond in writing. If it is determined by the CO that there is an error, discrepancy, or omission, and changing it would modify the contract, a written decision from the CO will be provided. The Contractor shall not proceed with any affected work before receipt of CO’s written approval. Until that decision is received, any affected work shall be entirely at the contractor’s own risk and expense.

G.16 REFERENCED STANDARDS

G.16.1 Incorporation by reference. The referenced portions of all documents and publications (such as manuals, handbooks, codes, standards and specifications) issued by any technical society, trade or professional organization or association, or regulatory or governmental authority which are cited in the Contract Documents for the purpose of establishing requirements applicable to equipment, materials or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this contract, in accordance with the following:

G.16.2 Wherever reference is made to any such document, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation for this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

G.16.3 No provision of any such referenced document or standard shall be effective to change the responsibilities of the Government, from those set forth in the Contract Documents, nor to assign to any of them any responsibility, duty or authority for safety precautions or procedures or to supervise or direct the performance of the work.

G.16.4 Copies to be provided by Contractor. The Contractor shall have available at the Project site, for inspection and reference by the CO, COR or Government Agent/Representative, a copy of each manual, handbook, code, standard or specification which is incorporated by reference in this contract and which governs quality and workmanship.

G.17 FURNISHING INFORMATION AND RECORDS

If the Contractor or any subcontractor under this contract, or the officers or agents of the Contractor or any subcontractor, shall refuse or have refused, except as provided by the terms of the prime contract involved, to furnish to any Government agency or establishment in the legislative or judicial branch of the Government, information or records reasonably pertinent to this contract, or any other Government contract in connection with which the Contractor or such subcontractor has or shall have performed work or furnished materials or supplies or undertaken to do so, the following action may be taken:

In the case of a refusal by the Contractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work under the contract and thereupon the Government may avail itself of the rights and remedies provided in the clause entitled Default of this contract in addition to any other rights and remedies provided by law and under this contract.

G.18 CAR 1352.237-74 PROGRESS REPORTS

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.

G.19 CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY

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

Item #	Description	Quantity	Delivery Date	Property Tag #

Contractor shall reference Section J4 for a detailed list.

Section H - Special Contract Requirements

Note:
Clauses numbered 52.XXX… Are Federal Acquisition Regulation or Revolutionary FAR Overhaul Clauses.
Clauses numbered 1352.XXX…Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX… Are NOAA Acquisition Manual Clauses.

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

www.acquisition.gov/far
www.acquisition.gov/far-overhaul
www.acquisition.gov/car

NUMBER	TITLE	DATE
CAR 1352.209-71	Limitation of Future Contracting	APR 2010
CAR 1352.209-72	Restrictions Against Disclosure	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

H.2 COMMENCEMENT OF WORK

No work under this contract will commence until the Contracting Office issues a written Notice to Proceed.

H.3 SUBCONTRACTING RESPONSIBILITIES

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure the contract is completed within the stated requirements.

H.4 GENERAL DECISION NUMBERS: General Decision Number: MD20260125 01/02/2026

Wage Decision Number General Decision Number: MD20260125 01/02/2026 incorporated into this contract and the Contractor is required to comply with the wages outlined by this decision.

H.5 ENVIRONMENTAL COMPLIANCE

Contractors are reminded of the environmental requirements contained in the contract to comply with

all applicable federal, state, and local environmental statutes and regulations.

H.6 NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representatives of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

H.7 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

H.8 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the Contracting Officer.

H.9 WORKERS' COMPENSATION LAWS

The Act of June 25, 1936, 49 Stat. (40 U.S.C. 290) authorized the constituted authority of the several States to apply their workers compensation laws to all land and premises owned or held by the United States.

H.10 INSURANCE

H.10.1 Amount of Insurance.

H.10.1.1 The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

H.10.1.2 <u>Workers Compensation and Employer's Liability</u>

1. Statutory: Amounts in coverage as required by the State compensation laws including provisions for voluntary benefits as required in labor union agreements, and including provisions for extending policy in accordance with laws and other jurisdictions.
2. Employer's Liability: At least $100,000 each accident.

H.10.1.3 <u>General Liability</u> (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury).

1. Bodily Injury on or off the site:

Per Occurrence	$500,000
Cumulative	$1,000,000

2. Property Damage on or off the site:
   Per Occurrence $100,000
   Cumulative $250,000

3. Motor Vehicle Liability (for each motor vehicle):
   Bodily injury or death $200,000 per person
   $500,000 per occurrence

H.10.1.4 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

H.10.1.5 Prior to the commencement of work hereunder, the Contractor shall furnish to the CO a certificate or written statement of the above-required insurance. Companies shall be acceptable to the Government. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or material change in the policies diversely affecting the interest of the Government shall not be effective until thirty (30) days after written notice thereof to the CO.

The Contractor shall maintain a one-year workmanship warranty and a one-year General Comprehensive Liability Insurance, covering the one-year warranty period after Final Acceptance.

The Contractor agrees to insert the substance of this clause, including this last paragraph, in all subcontracts hereunder.

The Certificate of Insurance cancellation section shall read:

“Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the below named certificate holder or to the certificate holder named to the left.”

H.10.1.6 <u>Builder’s Risk</u>

The Contractor shall provide Contractor’s Builder’s Risk and Fire and Extended Coverage Insurance to protect the Government and the Contractor and subcontractors against loss caused by the perils insured against the amount of 100% of the value of the project, including items of labor and materials in place or to be used as part of the permanent structure, including surplus materials, temporary structure and miscellaneous materials and supplies incidental to the work. Such insurance may be maintained in full force and effect until the project is accepted. Policies shall be written to include the United States Government and the Contractor. Write the words “as their interest may appear.”

H.10.2 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor’s performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

H.10.3 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.10.4 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the National Oceanic and Atmospheric Administration", as an additional insured with respect to operations performed under this contract.

H.10.5 Insurance-Related Disputes. Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.10.6 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.11 BOND REQUIREMENTS

H.11.1 Bonds Required. The Contractor shall furnish (1) performance and payment bonds in accordance with 52.228-15, in the amount of 100% of the contract price for the performance bond and 100% of the contract price for the payment bond, or (2) comparable alternate security approved by the Government as authorized and in accordance with Federal Acquisition Regulation (FAR) Section/Part 28.204, Alternatives in Lieu of Corporate or Individual Sureties. The amount for all required bonds shall be based on the established contract price.

H.11.2 Time for Submission. The Contractor shall provide the bonds required by paragraph H.11.1 ten (10) days after contract award. Failure to timely submit (1) the required bonds other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction)".

H.11.3 Coverage. The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.11.4 Duration of Coverage. The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.12 SAFEGUARDING OF INFORMATION

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

H.13 PUBLIC RELEASE OF INFORMATION

There shall be no public release of information or images concerning any aspect of the construction, or other services relating to this contract, or other documents resulting therefrom, without the written prior approval of the Contracting Officer. The contractor shall include the substance of this provision in all subcontracts hereunder.

H.14 DOCUMENTS - OWNERSHIP AND USE

H.14.1 Ownership and Use of Drawings, Specifications, Software, and Models.

H.14.1.1 Ownership. All drafts, revisions, and versions of specifications, drawings, software code, databases, and models (digital, tangible, and scale), and all copies thereof, generated in the performance of the Contract or furnished to the GOVERNMENT in the performance of the Contract ("Documents") shall be and are the exclusive property of the Government.

H.14.2 Record Documents. During the performance of the Contract work, the Contractor shall maintain at the project site a current, marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, and any other departure from the Contract requirements approved by the CO, and a complete set of record shop drawings, product data, samples and other submittals as approved by the CO.

H.14.3 "As-Built" Documents. With the request for inspection for Substantial Completion, the Contractor shall provide complete sets of "as-built" drawings based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications. Final As-Built Documents submittal shall be provided at time of Final Completion/Closeout package submission, before Final Acceptance and shall incorporate any additional final changes.

H.15 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for

shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.16 RIGHTS AND OBLIGATIONS

The rights and obligations of the parties to the contract shall be subject to and governed by the provisions of this contract, the provisions of the Statement of Work issued there under, and the Statement of Work, the provisions of this contract shall control.

H.17 PERMITS

Each Offeror shall consult FAR Clause 52.236-7 Permits and Responsibilities.

H.18 WORK OUTSIDE OF NORMAL OPERATING HOURS

The Contracting Officer is the only authority authorized to approve work outside of normal operating hours (8:00 am to 4:30 pm Local Time) under this contract. All approvals shall be documented in writing. Any work that is done without the approval of the Contracting Officer will be at the contractor's own risk.

H.19 LAWS AND REGULATIONS

H.19.1 The Contractor shall, without additional expense to the Government, be responsible for complying with the applicable Act, and the regulations, procedures and standards promulgated thereunder. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations, which deal with or relate to the employment of persons who perform work or are trained under contract. In the event of a conflict among the contract and such laws and regulations, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.19.2 Subcontractors. The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.19.3 Evidence of Compliance. Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.20 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.21 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

H.22 REVIEW OF DOCUMENTS AND LOCAL CONDITIONS

H.22.1. Contractor is responsible for:

H.22.1.1. Thoroughly examining the Solicitation Documents and the proposed Contract Documents and understanding the requirements thereof.

H.22.1.2. Visiting the project site and verifying all pertinent site conditions, including the past, current, and future security conditions that might have an impact upon the contractor's performance of the contract.

H.22.1.3. Knowing all applicable laws and regulations required for the performance of the Contract.

H.22.1.4. Familiarizing itself with all codes, standards and other documents referenced in the proposed Contract Documents.

H.22.1.5. Ascertaining the availability of all materials and equipment necessary to produce the work required by the proposed Contract Documents, of sufficient skilled labor to perform the work.

H.23 OTHER SERVICES NOT TO RELIEVE CONTRACTOR

In the interest of expediting the project, the Government may, in its sole discretion, undertake to provide additional services for or on behalf of the Contractor which are not required of the Government under this contract. However, the Government shall be under no obligation to do so, and neither the provision nor the failure to provide such services nor the manner in which such services are provided shall relieve the Contractor of or excuse the Contractor from any of its responsibilities under the contract.

H.24 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by Government employees. The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.25 ERRONEOUS REPRESENTATIONS

The certifications and representations made by the Contractor, and in particular the certification regarding previous crimes, debarments, suspensions, and defaults contained in the representation and certification provision of the contract solicitation, are material representations of fact upon which the

Government relies when awarding the contract. If it is later determined that such certifications and representations were erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default any contract resulting from the solicitation.

H.26 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

H.26.1 The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

H.26.2 Contracting Officer Representative (COR): The Government control of the Project at the site shall be under the direction of the COR. The COR is the authorized representative of the Contracting Officer as to the interpretation of the Contract Drawings, Specifications, and other contract terms within the COR's express delegation of authority from the Contracting Officer which will be provided in writing. The COR shall obtain the decision of the Contracting Officer when necessary.

H.26.3 Government Personnel. No Government representative, unless that representative is designated or appointed as a Contracting Officer, has authority to issue technical direction which: (1) Constitutes an assignment of additional work outside the Statement of Work; (2) Constitutes a change as defined in the contract clause entitled "Changes;" (3) In any manner causes an increase or decrease in the total price or the time required for contract performance; or (4) Changes any of the expressed terms, conditions or specifications of the contract. Any work performed by the Contractor at the direction of other than a warranted Contracting Officer, acting within the limitations of their authority, shall be at the Contractor's own risk and expense.

H.27 NOTIFICATION OF DIFFERING SITE CONDITIONS

H.27.1 Timely notification of differing site conditions as defined at Contract RFO52.236-2, Differing Site Conditions (JAN 2026), is required. In addition to the provisions of the contract clause, the following shall apply.

H.27.2 Timely notice required. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required promptly within 30 calendar days from the discovery of the conditions upon which the request for an equitable adjustment is based.

H.28 EQUITABLE ADJUSTMENTS

H.28.1 Documentation of Proposals for Equitable Adjustments.

H.28.1.1 Direct Costs. Direct costs shall be considered to include the following:

H.28.1.1.1 Material quantities by trades and unit costs, including delivery to the site. Manufacturing or subcontractor overhead and profit associated with material fabrication performed will be considered to

be part of the material costs of the fabricated item delivered to the job site.

H.28.1.1.2 Labor breakdown by trades and unit costs, identified with the specific item of material to be placed or operation to be performed. Subcontractor overhead and profit associated with labor costs will be included in the unit costs.

H.28.1.1.3 Construction equipment exclusively necessary for the change.

H.28.1.1.4 Costs of preparation and/or revision to shop drawings resulting from the change.

H.28.1.1.5 Any incremental costs of insurance or employment taxes.

H.28.1.1.6 Bond costs, when the size of the change warrants revision.

H.28.1.2 Overhead and profit. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. Price adjustments for deleted work shall include credits for overhead and profit. On proposals covering both increases and decreases in the Contract Price, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

H.28.1.3 Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

H.28.1.4 Release by Contractor. The price and time adjustment made in any Bilateral Contract modification shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment, including all indirect costs, and other costs such as delay, disruption, acceleration, and cumulative impact. Upon the issuance of such Contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.28.1.5 If a mutually acceptable price cannot be reached, the Contracting Officer may determine the price unilaterally.

H.29 PRESERVATION OF REFERENCE POINTS AND BENCHMARKS

The Contractor shall protect and preserve any established reference points or benchmarks and shall make no changes in their locations without the written approval of the COR. The Contractor shall notify the COR promptly should any reference points or bench marks be lost or destroyed or require shifting because of necessary changes in grades or locations and, if the COR so directs, the Contractor shall accurately replace or relocate such reference points or benchmarks.

H.30 ORGANIZATION OF DRAWINGS AND SPECIFICATIONS

Any organization of the Specifications into divisions or sections and the arrangement of the Contract

Drawings are not intended to control the Contractor in dividing work among subcontractors, or to limit the work performed by any trade.

H.31 SPECIAL UTILITY PROVISION

The contractor shall be responsible for any and all damages to accurately marked utilities resulting from its operations. Further, the contractor shall be held liable for all costs associated with such damages. Such costs include not only the costs to properly repair the damaged utility, but any direct costs incurred by the Government to provide emergency response to the site, as well as for any other monetary losses. Such loss may also include the value of loss of productivity experienced by the Government due to loss of power and/or facility evacuation arising from the utility damage. Contractors are to field verify and mark location of utilities shown on construction permit.

H.32 RESPONSIBILITY OF CONTRACTOR

H.32.1 Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.32.2 Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.32.3 Responsibility of the Contractor. It is the responsibility of the Prime Contractor to review and approve all submittals initiated by their respective subcontractors. Any submittal received by the Government for review and approval that has not been first reviewed and approved by the Prime Contractor may be summarily rejected without discussion.

H.33 ORGANIZATION AND DIRECTION OF THE WORK

When this contract is executed, the Contractor shall submit to the CO required information concerning the executive and administrative organization, the personnel to be employed in connection with the work site under this contract, and their respective duties. The Contractor shall keep the data furnished current by revising or supplementing it as additional information becomes available.

H.34 CONSTRUCTION OPERATIONS

H.34.1 Operations and Storage Areas.

H.34.1.1 Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer and Contracting Officer's Representative.

H.34.1.2 Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, Contracting Officer's Representative and Facility, use only established site entrances and roadways.

H.34.2 Use Of Premises.

H.34.2.1 Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

H.34.2.2 Requests From Occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination. Failure to comply will result in additional costs to the Contractor for corrections needed to be in compliance with contract terms.

H.34.2.3 Access Limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract, except as necessary to perform the required work.

H.35 SUBCONTRACTORS AND SUPPLIERS

H.35.1 Claims and Encumbrances. The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material, personnel, and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.35.2 Approval of Subcontractors.

H.35.2.1 Advance notification required. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract.

H.35.2.2 Data required. The advance notification required by this provision shall include—
(1) A general description of the supplies or services to be subcontracted;
(2) Identification of the proposed U.S. subcontractor, to include:
(A) Name and address of the firm;
(B) Address of principal offices;
(C) Name and address of each principal officer (e.g. President, Vice President, Secretary, and Treasurer);
(D) Names and addresses of corporate parents or of stockholders having a controlling interest in the firm.

H.35.2.3 Review and approval. The Government reserves the right to review proposed subcontractors for a period of ten (10) calendar days before providing notice of approval or rejection of any or all subcontractors. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's review of proposed subcontractors. In the event the Contractor is required to replace a subcontractor as a result of the Government's review, the Government shall have an additional ten (10) days for review of the proposed substitute.

H.35.2.4 Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors if their participation in the project, as determined solely by the Government Contracting Officer, may jeopardize security interests of the Government. The Contractor shall promptly release any subcontractor rejected at any time by the Government under this clause. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's rejection of subcontractors under this clause.

H.36 AVAILABILITY AND USE OF UTILITY SERVICES

Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all required amounts of water, gas, electricity, etc., essential to contract performance shall be provided by the contractor. All temporary connections, outlets, and distribution lines as may be required will be installed by the contractor at the contractor's own expense.

H.37 TEMPORARY FACILITIES AND SERVICES

H.37.1 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

H.37.2 Temporary Utilities.

H.37.2.1 Responsibility. When specified in the Statement of Work, the Contractor shall obtain all water, light, power, and other utilities necessary for the completion of the work, including all final tests.

H.37.2.2 Connections. The Contractor is responsible for determining with local authorities what is required in connection with outside services and utilities, and furnishing evidence thereof to the satisfaction of the COR.

H.37.2.3 Fees and charges. The Contractor shall arrange for, and pay all fees and charges for temporary:

H.38.2.3.1 Installation of meters and other devices; and

H.37.2.3.2 Connections to existing outside services and utilities necessary for this project.

H.37.2.4 Duration of responsibility. The Contractor shall arrange to receive, and make payment of, bills by utilities for the Contractor's consumption and use for their products and services, until the date of substantial completion of this project.

H.37.3 Temporary Sanitation Facilities. When specified, the Contractor shall establish temporary toilets and such other facilities if necessary, and as approved by the COR, for the use of the Contractor's employees. All such facilities shall be kept clean. The Contractor shall insure that similar facilities are maintained for employees of all subcontractors, including facilities maintained by a subcontractor.

H.38 INSTALLATION RULES AND REGULATIONS/CONTRACTOR PERSONNEL

H.38.1 The rules and regulations of the installation where services are performed shall apply to the contractor and his employees while on the premises of such installation. The regulations include but are not limited to: presenting valid identification for entrances and obeying all posted directives.

H.38.2 Removal of Personnel. The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.38.3 Notice to the Government of Labor Disputes. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer and COR.

H.38.4 The Government reserves the right to deny initial access/performance and to remove previously approved contractor personnel for security reasons at any time. When denial/removal is for security reasons, the Government may do so without providing the rationale to the Contractor.

H.39 MATERIALS AND EQUIPMENT

H.39.1 Selection and Approval of Materials.

H.39.1.1 Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

H.39.1.2 Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register ten (10) days after contract award and thirty (30) days prior to start of construction activities showing when samples, or submittals shall be made. The Government's review timeline for Request for Information is twenty one (21) calendar days after receipt of a complete package from the contractor; additionally, the review timeline for Material Submittals is thirty (30) calendar days after receipt of a complete package from the contractor. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.39.1.3 Custody of Materials. The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.39.1.4 Basis of Contract Price. The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.39.1.5 Substitutions.

H.39.1.5.1 Prior approval required. Before substitutions proposed by the Contractor, after acceptance of the Construction Documents, may be used in the project, the Contractor must receive approval in writing from the Contracting Officer. Any substitution request must be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions must be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

H.39.1.5.2 Final approval on delivery. Acceptance or approval of proposed substitutions under the contract is conditional upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.39.2 "Or-Equal Clause". References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.39.3 Use and Testing of Samples.

H.39.3.1 Use. Approved samples not destroyed in testing will be sent to the COR. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

H.39.3.2 Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

H.39.3.3 Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.39.3.4 Directed Procurement. The Government may, at its option and upon notification to the Contractor, direct a specific location or source of procurement by the Contractor. In such an event, the Government will issue an approved Justification and Approval and the Contractor shall be responsible for placing the order, delivery and all related matters, subject to an equitable adjustment in the Contract Price, if applicable.

H.40 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.40.1 Costs to be borne by the Contractor. The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

H.41 HAZARDOUS OCCUPATION ORDERS

The Contractor shall comply with the Hazardous Occupation Orders issued pursuant to the Fair Labor Standards Act and set forth at 20 CFR 570.50 et seq. with respect to the employment of youths under 18 years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

H.42 HAZARDOUS MATERIAL IDENTIFICATION

Reference Clause 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 2026) (Reference 23.303) Alternate I (July 1995)

In addition to the provisions of the referenced clause, the following shall apply.

H.42.1 Notification. The Contractor shall notify the COR in writing of all hazardous material deliveries five (5) calendar days before delivery of the material. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

H.42.2 Responsibility of Contractor. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

H.42.3 Compliance with laws. The Contractor shall comply with applicable local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

H.42.4 Subcontracts. The Contractor shall insert this clause, including this paragraph (d), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

H.43 RESTRICTION ON USE OF NOAA FUNDS FOR LOBBYING

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this agreement. The exclusion of lobbying costs using National Oceanic and Atmospheric Administration funds is not intended to penalize, discourage, or prevent lobbying activities by utilizing non-Federal funds.

H.44 SPECIAL WARRANTIES

H.44.1 Special Warranty Obligations. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-
(1) Obtain all warranties that are required by the Contract documents and those that would be given in normal commercial practice;
(2) Require all warranties to be executed, in writing, for the benefit of the Government, unless otherwise directed by the Contracting Officer; and
(3) Enforce all warranties for the benefit of the Government, unless otherwise directed by the Contracting Officer.

H.44.2 Warranty information. The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor’s, manufacturer’s, or supplier’s guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than with request for Final Completion/Closeout package.

H.45 DEFINITIONS

H.45.1 In addition to the definitions provided in Section I, FAR 52.202-1, the following definitions shall apply when used in connection with this contract:

H.45.2.1 "Contract," when referring to this agreement between the Government and the contractor, comprises and includes all of the following:

H.45.2.1.1 the Government's solicitation that led to this award;

H.45.2.1.2 all amendments to that solicitation;

H.45.2.1.3 all requirements in the sections listed in the Order of Precedence clause, H.23;

H.45.2.1.4 all authorities referenced as requirements in that solicitation, those answers, those amendments, those listed sections, or in any modifications to this contract;

H.45.2.1.5 all modifications and change orders to this contract.

H.45.2.2 "Contract Drawings or Drawings", where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.

H.45.3 "Day" means a calendar day unless otherwise specifically indicated.

H.45.4 "Material" means all materials, fixtures and other articles incorporated in or which are intended to remain with the project.

H.45.5 "Notice to Proceed" means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.

H.45.6 "Other Submittals" includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

H.45.7 "Project Data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

H.45.8 "Samples" are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

H.45.9 "Schedule of Defects" or "Punch List" means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

H.45.10 "Separate Contractor" means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

H.45.11 "Work" means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.45.12 "Construction equipment" means all items used in performing the work for this project, but not to remain with the project.

H.45.13 "Government" means the Government of the United States of America.

H.45.14 "Facility" means the Pier Romeo Facility for whose use the project is being constructed, unless otherwise designated by the Contracting Officer.

H.45.15 "Project" means the entire facility to be constructed at the site, of which the work under this contract may be the whole or a part.

H.45.16 "Contracting Officer Representative ("COR")" means a person designated and appointed in writing by the Contracting Officer. The COR shall be the Government's representative on the project for technical operations. Certain and specific Contracting Officer duties may be delegated by the Contracting Officer to the COR. The COR is authorized to act on behalf of the Contracting Officer to perform only those duties expressly delegated by the Contracting Officer and as specifically set forth in the Contract Documents.

H.45.17 "Subcontractor" means a person or entity to whom the Contractor has awarded a subcontract to perform a portion of the work at the site under this contract, and unless otherwise indicated, does not include material suppliers or manufacturers not performing work at the site.

H.45.18 "United States" or "U.S." means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

H.46 CONFERENCES

H.46.1 Pre-Construction Conference

Conference Date: To be Determined
Location: Construction Site Location

H.46.1.1 After award of the contract, a date will be set for the Pre-Construction Conference. The conference will be held at the time, date and place specified.

H.46.1.2 The contractor is requested to advise the Contracting Officer of attendee's names and positions.

H.46.1.3 The contractor is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Pre-Construction Conference.

H.46.1.4 Technical and contracting personnel will be available to discuss the project.

H.47 MODIFICATIONS AND CHANGE ORDERS

Clause 52.243-4, Changes plays a significant role in performance of this construction contract. The clause provides the basis and authority for additional work, reduction in scope of work, changes to the specifications and drawings, etc. It also authorizes the Contracting Officer to unilaterally make changes to the contract while still obligating the contractor to perform these changes and continue contract performance. Change orders may occur for a variety of reasons, including differing site conditions, omissions from the drawings, Government-requested changes, contractor suggestions, value

engineering, etc. Not all changes increase the contract price. There may be instances where a credit is obtained for substitution of materials or equipment, redundant or duplicative materials or equipment, reduction or deletion of work, etc.

As prescribed by FAR Part 43, a contract modification is a written change or alteration that adds to or cancels certain portions of the terms, conditions, specification or drawings and can only be issued by a Contracting Officer with an appropriate delegation of authority. Modification shall be executed either unilateral or bilateral. Unilateral modifications, signed only by the Contracting Officer, shall be issued for actions that fall under the Changes or Default clauses or for administrative changes such as a change in the Contracting Officer, Contracting Officer's Technical Representative, accounting code, etc. A unilateral modification shall also direct the contractor to perform work involved in a change order(s) where the Government and contractor are still negotiating price(s) or extension in schedule.

H.48 ENGLISH LANGUAGE DOCUMENTATION REQUIREMENT

All submittals provided by the contractor to the Government under this contract that are not provided in the English language shall be accompanied by an English language translation.

H.49 TRAFFICKING PERSONS COMPLIANCE PLAN CERTIFICATION

Contractors shall certify annually to the CO and COR that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with trafficking in persons clause 52.222-50 COMBATING TRAFFICKING IN PERSONS. The certification shall confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

H.50 REPORTING ACCIDENTS

The Contractor shall provide notice to the Government and prepare a written report of any kind of incident or accident involving damage to property or injury of personnel. Notice of property damage shall be provided to the Contracting Officer and Contracting Officer's Representative within two hours of the incident, if during normal business hours, or within two hours of the beginning of the next work day if the incident occurs other than during duty hours. In the event of an accident or incident involving serious injury or death or the discharge of a firearm, the Contractor shall notify the Contracting Officer and Contracting Officer's Representative within one hour. The Contractor shall prepare a detailed written report of each incident or accident and forward one copy of the report to the Contracting Officer and one copy to the designated COR not later than 48 hours after the occurrence of the incident.

H.51 ORGANIZATIONAL CONFLICT OF INTEREST

H.51.1 The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

H.51.2 The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer.

This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

H.51.3 If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

H.51.4 The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

H.52 CONFLICTS OF INTEREST
The firm that developed the schematic design documents included in this contract and any architect or engineer, in any discipline, who contributed to the design or development of the schematic design documents included in this contract is not eligible to: a) render services to the contractor awarded the construction contract (Contractor), that involve the review, verification, or construction based upon the schematic documents; b) serve as part of the Contractor's team in any capacity; nor c) render services that involve the review, verification, or construction based upon the schematic documents to any subcontractor at any tier on the project. Before engaging the services of a sub-consultant, the contractor may request the Contracting Officer review the level of involvement and contributions made by a sub-consultant to determine if a conflict of interest exists.

H.53 KEY PERSONNEL
H.53.1 The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed (must include, but is not limited to Insert key personnel). Accordingly, the Contractor agrees to assign to this contract those key persons whose qualifications were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first thirty days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
H.53.2 All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least ten (10) days, or ninety (90) days in advance of the proposed substitution. Such notification shall include:
H.53.2.1 an explanation of the circumstances necessitating the substitution;
H.53.2.2 a complete resume of the proposed substitute; and
H.53.2.3 any other information requested by the Contracting Officer to enable them to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.53.3 The following qualifications apply to this solicitation and the resulting contract in regards to the replacement and qualifications of the key personnel.

H.53.3.1 Project Manager must be employed by the firm for at a minimum of three (3) years and demonstrate a minimum of ten (10) years experience in construction with five (5) years experience managing similar projects.

H.53.3.2 Site Superintendent must be employed by the firm for at a minimum of three (3) years and demonstrate a minimum of ten (10) years experience in construction with five (5) years experience

managing similar projects.

H.53.3.3 Resumes shall include name, educational background, present employer, present position or title, total years of experience and years of experience with the Offeror, training, types of experience by years, and any additional pertinent information in sufficient detail to substantiate qualifications and facilitate evaluation of qualifications and technical competence. Experience shall be in similar roles for projects relevant to this Project/Requirement. Resumes for each key personnel not currently employed by the Offeror must indicate that the proposed key personnel intends to accept the position if the Offeror is selected and shall confirm that the parties have mutually agreed to a salary. All resumes shall be current within 90 days of proposal submission.

H. 54 CAR 1352.237-75 KEY PERSONNEL (APR 2010)
(a) The contractor shall assign to this contract the following key personnel:
(Name) Project Manager
(Name) Site Superintendent

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.55 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 $100,000.00 per instance, $250,000.00 maximum.
(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.

H.56 NAM 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.

H.57 NAM 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 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 decision 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 subcontract.
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 30 business days 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 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 tht 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 th 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 actions.

H.58 NAM 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.

H.59 NAM 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.

H.60 NAM 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEP 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 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 72 hours before access to the NOAA facility is needed.

H.61 NAM 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.

Section I - Contract Clauses

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (Reference 52.107(b))

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

www.acquisition.gov/far
www.acquisition.gov/far-overhaul
www.acquisition.gov/car

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
FAR 52.202-1	Definitions	JUN 2020
FAR 52.203-3	Gratuities	APR 1984
FAR 52.203-5	Covenant Against Contingent Fees	MAY 2014
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
FAR 52.203-7	Anti-Kickback Procedures	JUN 2020
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
FAR 52.203-14	Display of Hotline Poster(s)	NOV 2021
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

RFO 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JAN 2026
RFO 52.204-13	System for Award Management Maintenance	JAN 2026
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
RFO 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2026
RFO 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2026
RFO 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	JAN 2026
RFO 52.210-1	Market Research	JAN 2026
RFO 52.215-2	Audit and Records-Negotiation	JAN 2026
RFO 52.215-8	Order of Precedence-Uniform Contract Format	JAN 2026
RFO 52.215-15	Pension Adjustments and Asset Reversions	JAN 2026
FAR 52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
RFO 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JAN 2026
RFO 52.215-19	Notification of Ownership Changes	JAN 2026
RFO 52.216-2	Economic Price Adjustment - Standard Supplies	OCT 2025
RFO 52.219-6	Notice of Total Small Business Set-Aside	JAN 2026
RFO 52.219-8	Utilization of Small Business Concerns	JAN 2026
RFO 52.219-14	Limitations on Subcontracting	JAN 2026
RFO 52.219-28	Post-Award Small Business Program Rerepresentation	JAN 2026
FAR 52.222-3	Convict Labor	JUN 2003
RFO 52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	JAN 2026

RFO 52.222-6	Construction Wage Rate Requirements	JAN 2026
FAR 52.222-7	Withholding of Funds	MAY 2014
FAR 52.222-8	Payrolls and Basic Records	JUL 2021
FAR 52.222-9	Apprentices and Trainees	JULY 2005
FAR 52.222-10	Compliance with Copeland Act Requirements	FEB 1988
RFO 52.222-11	Subcontracts (Labor Standards)	JAN 2026
FAR 52.222-12	Contract Termination-Debarment	MAY 2014
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
FAR 52.222-14	Disputes Concerning Labor Standards	FEB 1988
FAR 52.222-15	Certification of Eligibility	MAY 2014
RFO 52.222-35	Equal Opportunity for Veterans	JAN 2026
RFO 52.222-36	Equal Opportunity for Workers with Disabilities	JAN 2026
RFO 52.222-37	Employment Reports on Veterans	JAN 2026
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
RFO 52.222-50	Combating Trafficking in Persons	JAN 2026
RFO 52.222-54	Employment Eligibility Verification	JAN 2026
FAR 52.222-55	Minimum Wages Under Executive Order 13658	JAN 2022
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
RFO 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	JAN 2026
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
FAR 52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
RFO 52.223-11	Ozone-Depleting Substances	JAN 2026

FAR 52.224-1	Privacy Act Notification	APR 1984
FAR 52.224-2	Privacy Act	APR 1984
RFO 52.225-9	Buy American - Construction Materials	JAN 2026
FAR 52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
FAR 52.227-1	Authorization and Consent	JUN 2020
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
FAR 52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
FAR 52.228-2	Additional Bond Security	OCT 1997
FAR 52.228-5	Insurance-Work on a Government Installation	JAN 1997
FAR 52.228-11	Individual Surety—Pledge of Assets	FEB 2021
FAR 52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
FAR 52.228-14	Irrevocable Letter of Credit	NOV 2014
FAR 52.228-15	Performance and Payment Bonds-Construction	JUN 2020
FAR 52.229-3	Federal, State, and Local Taxes	FEB 2013
RFO 52.230-2	Cost Accounting Standards	JAN 2026
RFO 52.230-3	Disclosure and Consistency of Cost Accounting Practices	JAN 2026
FAR 52.230-6	Administration of Cost Accounting Standards	JUN 2010
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-18	Availability of Funds	APR 1984
FAR 52.232-23	Assignment of Claims	MAY 2014
FAR 52.232-27	Prompt Payment for Construction Contracts	JAN 2017
FAR 52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
FAR 52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
RFO 52.233-1	Disputes	JAN 2026
RFO 52.233-1 ALTI	Disputes – Alternate I	JAN 2026
FAR 52.233-3	Protest after Award	AUG 1996
FAR 52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
FAR 52.236-1	Performance of Work by the Contractor	APR 1984
RFO 52.236-2	Differing Site Conditions	JAN 2026
RFO 52.236-3	Site Investigation and Conditions Affecting the Work	JAN 2026
RFO 52.236-5	Material and Workmanship	JAN 2026
RFO 52.236-6	Superintendence by the Contractor	JAN 2026
RFO 52.236-7	Permits and Responsibilities	JAN 2026
RFO 52.236-8	Other Contracts	JAN 2026
RFO 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	JAN 2026
RFO 52.236-10	Operations and Storage Areas	JAN 2026
RFO 52.236-11	Use and Possession Prior to Completion	JAN 2026
RFO 52.236-12	Cleaning Up	JAN 2026
RFO 52.236-13	Accident Prevention	JAN 2026
RFO52.236-13 ALT I	Accident Prevention – Alternate I	JAN 2026
RFO 52.236-14	Availability and Use of Utility Services	JAN 2026
RFO 52.236-15	Schedules for Construction Contracts	JAN 2026
RFO 52.236-16	Quantity Surveys	JAN 2026
RFO 52.236-17	Layout of Work	JAN 2026
RFO 52.236-21	Specifications and Drawings for Construction	JAN 2026
RFO52.236-21 ALT I	Specifications and Drawings for Construction – Alternate I	JAN 2026
FAR 52.236-26	Preconstruction Conference	FEB 1995

RFO 52.240-93	Basic Safeguarding of Covered Contractor Information Systems	JAN 2026
FAR 52.242-2	Production Progress Reports	APR 1991
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.243-4	Changes	JUNE 2007
FAR 52.243-6	Change Order Accounting	APR 1984
FAR 52.243-7	Notification of Changes	JAN 2017
FAR 52.244-2	Subcontracts	JUN 2020
FAR 52.244-5	Competition in Subcontracting	DEC 1996
FAR 52.244-6	Subcontracts for Commercial Items	JAN 2022
FAR 52.245-1	Government Property	SEP 2021
FAR 52.245-9	Use and Charges	APR 2012
FAR 52.246-21	Warranty of Construction	MAR 1994
FAR 52.246-21 ALT I	Warranty of Construction – Alternate I	APR 1984
FAR 52.248-3	Value Engineering-Construction	OCT 2020
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
FAR 52.249-2 ALT I	Termination for Convenience of the Government (Fixed-Price) – Alternate I	SEPT 1996
FAR 52.249-10	Default (Fixed-Price Construction)	APR 1984
FAR 52.249-10 ALT I	Default (Fixed-Price Construction) – Alternate I	APR 1984
FAR 52.251-1	Government Supply Sources	APR 2012
RFO 52.253-1	Computer Generated Forms	JAN 2026
CAR 1352.219-71	Notification to delay performance (Deviation)	APR 2010

I.2 FAR 52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an

option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.3 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) (Reference 23.406(d))

(a) Definitions. As used in this clause—
"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."
"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
(b) The Contractor, on completion of this contract, shall—
(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content;

(2) Submit this estimate to the Contracting Officer's Representative.

I.4 FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (May 2014) (Reference 32.111(a)(5))
(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
(1) The Contractor's request for progress payments shall include the following substantiation:
(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
(ii) A listing of the amount included for work performed by each subcontractor under the contract.
(iii) A listing of the total amount of each subcontract under the contract.
(iv) A listing of the amounts previously paid to each such subcontractor under the contract.
(v) Additional supporting data in a form and detail required by the Contracting Officer.
(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-
(i) Consideration is specifically authorized by this contract; and
(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)
I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____ (Name)

_____ (Title)

_____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C.3727 and 41 U.S.C.6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C.3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

I.5 FAR 52.236-4 PHYSICAL DATA (APR 1984) (Reference 36.504)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations Contractor shall gather the required data during the site visit.
b. Weather conditions Contractor shall gather the required data during the site visit.
c. Transportation facilities Contractor shall gather the required data during the site visit.
d. Contractor shall gather the required data during the site visit.

I.6 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (JAN 2026)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred

to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of

any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.
(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.
(1) Certain telecommunications and video surveillance equipment, systems, or services.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Office of Foreign Assets Control Restrictions.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to

the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
(4) Iran prohibitions.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) Governmentwide exclusion and removal orders.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide

acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) General report.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) New FASCSA orders report.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for

products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.
(End of clause)

I.7 FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984) (Reference 52.107(d))

Portions of this contract are altered as follows: NONE

Section J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
J.1	J.1 General Decision Number MD20260125 01022026	06/08/2026
J.2	J.2 Statement of Work_NOS_NCCOS_Oxford_BSL2_Final_v11	06/16/2026
J.3	J.3 SOW Attachment 1 P0459 NOS Oxford RFP Progress Set	06/08/2026
J.4	J.4 Attachment 2 - Government Equipment Matrix	06/08/2026
J.5	J.5 Past Performance Questionnaire NOS NCCOS COOP OXFORD LAB BSL-2 PROJECT (To Be Completed) (1)	06/08/2026

Section K - Representations, Certifications, and Other Statements of Bidders

Note:
Clauses numbered 52.XXX… Are Federal Acquisition Regulation or Revolutionary FAR Overhaul Clauses.
Clauses numbered 1352.XXX…Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX… Are NOAA Acquisition Manual Clauses.

K.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEPT 2007
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
RFO 52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	JAN 2026
FAR 52.209-12	Certification on Regarding Tax Matters	Oct 2025
RFO 52.209-13	Violation of Arms Control Treaties or Agreements - Certification	JAN 2026

K.2 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (Reference 3.103-1)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the dis-closure.

K.3 RFO 52.204-90 Offeror Identification (JAN 2026)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror.

Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
(b) Unique entity identifier (UEI).
(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.
(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:
(1) Taxpayer identification number (TIN)
¿ TIN: _____;
¿ TIN has been applied for; or
¿ TIN is not required because:
¿ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
¿ Offeror is an agency or instrumentality of a foreign government; or
¿ Offeror is an agency or instrumentality of the Federal Government.
(2) Type of organization.
¿ Sole proprietorship;
¿ Partnership;
¿ Corporate entity (not tax-exempt);
¿ Corporate entity (tax-exempt);
¿ Government entity (Federal, State, or local);
¿ Foreign government;
¿ International organization per 26 CFR 1.6049-4; or
¿ Other.
(3) Common parent.
¿ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
¿ Name and TIN of common parent:
Name: _____
TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the

accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).
(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word “CAGE” before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a “doing business as” name) for—
(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		

Highest-level owner

Predecessor*

* Predecessor CAGE code may be marked “Unknown.”
(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.
(End of provision)

K.4 RFO 52.209-5 Certification Regarding Responsibility Matters (JAN 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are ¿ are not ¿ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have ¿ have not ¿, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are ¿ are not ¿ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) Have ¿, have not ¿, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:
(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) The Offeror has ¿ has not ¿, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to

contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
(End of provision)

K.5 RFO 52.219-1 Small Business Program Representations (JAN 2026)

(a) Definitions. As used in this provision-
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.
HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).
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.
Small business concern—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.
(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
Small disadvantaged business concern means a small business concern that-
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by 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
(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 paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.
(2) The small business size standard is $45M.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(c) Representations.(1) The offeror represents as part of its offer that—
(i) it ¿ is, ¿ is not a small business concern; or
(ii) It ¿ is, ¿ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]
(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ¿ is, ¿ is not a women-owned small disadvantage business concern.
(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it ¿ is, ¿ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]
(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it ¿ is, ¿ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]
(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it ¿ is, ¿ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]
(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it ¿ is, ¿ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.
(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references

section 8(d) for a definition of program eligibility, will be—
(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.
(End of provision)

K.6 FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9 .

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9 , the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish

such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

K.7 RFO 52.230-1 Cost Accounting Standards Notices and Certification (JAN 2026)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.
Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.
If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.
I. Disclosure Statement-Cost Accounting Practices and Certification
(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.
Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.
(c) Check the appropriate box below:
(1) ¿ Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)
Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.
(2) ¿ Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) ¿ Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) ¿ Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

¿ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

¿ Yes ¿ No

(End of provision)

K.8 RFO 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (JAN 2026)

(a) Definitions. As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.
(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) FASCSA Orders.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) Iran Representation and Certifications.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly

engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) Disclosure.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a

subsequent disclosure within 72 hours of discovering the new information.
(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.
(End of provision)

Section L - Instructions,Conditions, and Notices to Bidders

Note:
Clauses numbered 52.XXX… Are Federal Acquisition Regulation or Revolutionary FAR Overhaul Clauses.
Clauses numbered 1352.XXX…Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX… Are NOAA Acquisition Manual Clauses.

L.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
RFO 52.204-7	System for Award Management	JAN 2026
FAR 52.214-34	Submission of Offers in the English Language	APR 1991
RFO 52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2026
RFO 52.215-1 ALT I	Instructions to Offerors-Competitive Acquisition – Alternate I	JAN 2026
FAR 52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
FAR 52.247-6	Financial Statement	APR 1984
CAR 1352.233-71	GAO and Court of Federal Claims Protests	APR 2010
CAR 1352.239-71	Electronic and Information Technology	APR 2010

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984) (Reference 16.105)
The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

L.3 RFO 52.233-2 SERVICE OF PROTEST (JAN 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.4 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 Contracting Officer shall be sent to the following address (electronic submission only):

Name: Noelle Albert
Email: noelle.albert@noaa.gov

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

Name: Michael Conroy, CSAD Head of Contracting Office
Email: michael.conroy@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

L.5 FAR 52.236-27 SITE VISIT (CONSTRUCTION) - ALTERNATE I (FEB 1995) (Reference 36.523)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for-
July 1, 2026 (09:00 AM Eastern Time)

(c) Participants will meet at-
National Oceanic and Atmospheric Administration (NOAA)
904 S. Morris Street, Oxford, MD 21654

Offerors shall reserve participation in the site visit by submitting the attendee's names, and title/positions to Noelle.Albert@noaa.gov and Paul.Tucker@noaa.gov by June 30, 2026 (09:00AM Eastern Time).

The offeror is responsible for making all arrangements and for all costs and expenses to attend and participate in the Site Visit.

L.6 COMMUNICATION, RFP QUESTIONS AND PROPOSAL SUBMISSION: Communications concerning this solicitation or requests for clarification shall be made in writing to Noelle Albert (noelle.albert@noaa.gov) and Paul Tucker (paul.tucker@noaa.gov)

Offerors shall submit Questions and Clarifications pertaining to this Request for Proposal no later than July 6, 2026 at 12:00PM Eastern Time

The due date for receipt of proposals is July 20, 2026 at 12:00PM Eastern Time to Noelle.Albert@noaa.gov and Paul.Tucker@noaa.gov. No facsimile transmissions of the proposal will be accepted. Receipt of an early proposal is accepted and encouraged.

L.7 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (Reference 52.107(a))

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

www.acquisition.gov/far
www.acquisition.gov/far-overhaul
www.acquisition.gov/car

L.8 FAR 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984) (Reference 52.107(c))

Portions of this solicitation are altered as follows: NONE

L.9 FAR 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 13) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of provision)

L.10 CAR 1352.215-70 PROPOSAL PREPARATION

Proposal Preparation

(a) General Instructions. Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written, neatly presented, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date of the offer, and the solicitation number. Each volume shall be clearly marked by volume number and title.

(b) Overall Arrangement of Proposal.

(1) VOLUME I - BUSINESS PROPOSAL

(i) Volume I, Business Proposal, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, if applicable; justifications for noncompetitive proposed subcontracts; identification of technical data to be withheld; and any other required administrative information.

(ii) Format and Content. Volume I, Business Proposal, shall include the following documents (in the order listed):

(A) Proposal Form:

(1) Use of the Form - The Proposal Form (Standard Form1442), is to be executed fully and used as the cover sheet (or first page) of Volume I. Offeror shall complete Section A and B of the Standard Form 1442.

(2) Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation, which shall apply if no other period is offered.

(3) Signature Authority - The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without discussion if it so elects.

(B) Other documentation identified in Section (A) above. The offeror shall submit one original of Volume I, marked as such.

(2) VOLUME II - TECHNICAL PROPOSAL

(i) General.

(A) Volume II, technical proposal, consists of the offeror's proposal delineating its capabilities and how it intends to perform contract requirements.

(B) In order that the technical proposal may be evaluated strictly on the merit of the material submitted, no contractual price information is to be included in Volume II. However, the type and quantity of labor

and materials is to be included in the Technical Proposal, without any associated cost information.

(C) The technical proposal must be typed, double-spaced, with one inch margins, using elite font, 12 pitch type and printed, unreduced in size, on 8 1/2" by 11" paper, not exceeding 15 pages, single-sided, exclusive of resumes and related corporate experience documentation. Any pages in excess of 15 will be disregarded, and will not be included in the proposal evaluation. Failure of the offeror to comply with the page limitations, resulting in the excess pages not being evaluated, shall not constitute grounds for a protest.

(ii) Format and Content. Volume II, Technical Proposal, shall include the following contents:

(A) Table of Contents

(B) List of Tables and Figures

(C) Summary of Technical Proposal

(D) Technical Proposal

(E) Exceptions and Deviations. These major headings may be subdivided or supplemented by the offeror as appropriate.

(1) Summary. This section shall provide a summary that addresses what is required to be submitted with the technical proposal.

(2) Technical Proposal. The offeror shall clearly outline how they intend on completing the requirements outlined in the statement of work.

(3) Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken to any part of the solicitation or conditional assumptions made with respect to the technical requirements of the solicitation. Offerors should note that taking exceptions to the Government's requirements may indicate an unwillingness or inability to perform the contract, and the proposal may be evaluated as such.

(iii) Specific areas to be addressed:

1. Technical Approach. Provide information on how the project is to be organized, staffed, and managed that demonstrates the offeror's understanding and effective management of important events or tasks. The offeror shall (i) describe the facilities and equipment which will be used in the performance of the contract, (ii) how the management and coordination of consultant and subcontractor efforts will be accomplished, and (iii) describe the ability to provide licensed design professionals and trade subcontractors as required by Maryland and local law. Fully discuss how the contract requirements will be met and the means used to accomplish them. Merely repeating the contract requirements and stating that they will be accomplished, without discussing how the offeror will accomplish them, is not acceptable.
2. Corporate Experience. Provide information on experiences within the past five (5) years in technical space renovations, including Mechanical, Electrical, and Plumbing (MEP) work. BSL-2

or higher biosafety-level renovation experience will be evaluated more favorably, but not required.

3. Key Personnel. Provide the names, titles, and a description of the duties of those individuals proposed as key personnel to be assigned to the contract. For each key person, submit an one-page resume that provides information concerning their education, background, recent work experience, and accomplishments. Specify the approximate percentage of time each individual will be available for this project, and, if necessary, explain why the key person possesses the qualifications to perform the proposed position.

The offeror shall submit one original of Volume II, marked as such, and 1 copies.

(3) Volume III - Past Performance

(i) The Offeror shall submit a written response that addresses the following below, with no maximum page restrictions.

(A) Recent past performance from a total of three (3) references performed within the past three (3) years from the issuance of this solicitation and relevant and of similar type, size, scope, and complexity of work to the planned task order for NOS NCCOS COOP OXFORD LAB BSL 2 PROJECT.

(ii) The Past Performance Submission shall consist of the following:

(A) For three (3) sources of recent and relevant past performance, either completed Past Performance Questionnaires (PPQs), which are included with this solicitation as Attachment J.4, shall be submitted directly to NOAA from the contractor’s past customer references, or alternatively the offerors shall submit copies of published interim or final CPARS reports as part of their submission for sources of past performance. The offeror may submit final completed CPARS for a portion of the 3 total sources of past performance, and facilitate past customers to submit PPQ for the other remainder of the 3 total sources (only 3 sources of past performance total, but the contractor may decide to use either CPARS or Past Performance Questionnaires). Past performance supporting narrative is required for submission of Past Performance. Describe the relevance of the past or present contract/subcontract to this solicitation. Relevancy discussion may also include end item comparison with respect to use or complexity; size and scope of the effort.

(B) Additionally, the Government reserves the right to obtain any additional information from sources and past awards other than those identified by the offeror, including CPARS or other NOAA or non-NOAA awards to perform additional evaluation of the offeror’s Past Performance. Offerors that do not have past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably.

(4) Volume IV - Price/cost proposal

(i) Price/Cost proposals must generally adhere to the pricing structure established in Section B, Schedule of Prices. The offeror shall submit one original of Volume IV, marked as such, and 1 copies.

(ii) Each offeror's price proposal must be based on the offeror's own technical proposal, the Government's specifications, and other contractual requirements. If the prices to be used are based on a

published price list or catalog, the offeror shall so state, and provide a copy of the document with its price proposal. If the prices are to be based on established market prices, not otherwise published, or are prices applicable only to the proposed contract, the offeror shall so state.

(iii) The Government expects that this contract will be awarded based upon adequate price competition. However, in order to determine that offered prices are fair and reasonable, the Government requires that the offeror to provide cost breakdowns to support proposed prices. Information to support unit prices should include, but not be limited to, the following:

(A) Subcontractor costs. The contractor must provide valid quotations from all proposed subcontractors who will support the requirements outlined in the Statement of Objectives. Additionally, the contractor shall submit a written statement accompanying these subcontractor quotations, affirming that the selected subcontractor provides the best value to the government.

(B) Salary/wage information with associated payroll expenses, for personnel to be used in performance of the contract;

(C) Cost for equipment, supplies, and consumable materials;

(D) A breakout of related support costs, such as equipment maintenance, rental, transportation, etc.;

(E) Overhead costs;

(F) General Administrative expenses; and

(G) Profit

(End of clause)

L.11 CONFLICTS OF INTEREST

The firm that developed the schematic documents included in this solicitation and any architect or engineer, in any discipline, who contributed to the design or development of the schematic documents included in this solicitation is not eligible to: a) render services to the offerors competing for award of this construction contract; b) serve as part of the offeror's construction team in any capacity; nor c) render services that involve the review, verification, or construction based upon the schematic documents to any subcontractor at any tier on the project. Before engaging the services of a sub-consultant, the offeror may request the Contracting Officer review the level of involvement and contributions made by a sub-consultant to determine if a conflict of interest exists.

L.12 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL

1. Offerors are advised that the Government may utilize Contractors and/or Consultants listed below to assist in the evaluation of the proposals for this acquisition. The Contractors/Consultants will have access to any and all information submitted by Offerors and will be subject to the restrictions contained in CAR Clauses 1352.209-71 Limitation of Future Contracting, 1352.209-72 Restrictions Against Disclosure, 1352.209-74 Organizational Conflict of Interest and FAR 52.203-16 Preventing Personal

Conflicts of Interest. The companies/organizations employing the subject Contractors/ Consultants are also required to comply with these same confidentiality restrictions. All federal and non-federal personnel participating in the evaluation of this acquisition will have executed Non-Disclosure Agreements.

a. IM Solutions, LLC 3600 Pointe Center Court, Suite 200 Dumfries, VA 22026
b. Veterans Management Services, Inc. 14 Pidgeon Hill Drive, Ste 500, Sterling, VA 20165
c. A-Frame Solutions, 475 K Street NW, Suite 407, Washington DC 20001
d. Golden Wolf, LLC, 401 N Parsons AVE, Brandon, Florida 33510

2. The Offeror agrees, by its submission of a response to the solicitation, to have its proposal reviewed by these Contractors/Consultants for the purpose of providing technical or cost/price analyses to the Government unless the Offeror provides objections to such disclosures as follows:

The Offeror shall (1) submit the objection in writing to the Contracting Officer at least 5 days prior to the date set for receipt of the proposals; and (2) include a detailed statement of the basis for the objection.

L.13 CONTENT OF RESULTING CONTRACT
Any contract awarded as a result of this solicitation will contain Sections A through J. Section K will be incorporated into the resulting contract by reference. Blank areas appearing in these sections are to be completed by the Offeror or will be filled in by the CO prior to award.

L.14 ALTERNATE PROPOSALS
Alternate proposals will not be considered. Offerors may only submit one proposal as the prime contractor or Joint Venture.

L.15 MAGNITUDE OF CONSTRUCTION
The anticipated magnitude of construction for this project is between $500,000 and $1,000,000.

Section M - Evaluation Factors for Award

Note:
Clauses numbered 52.XXX… Are Federal Acquisition Regulation or Revolutionary FAR Overhaul Clauses.
Clauses numbered 1352.XXX…Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX… Are NOAA Acquisition Manual Clauses.

M.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE

M.2. EVALUATION CRITERIA

The evaluation of each non-price factor (Factors 1 and 2) will be done with a rating scale of "high confidence," "some confidence," and "low confidence," representing the technical team's confidence that the Offeror understands the requirement and will be successful in performing the work. Each non-price factor will receive an individual confidence rating as outlined in the table below; there will not be an overall or roll-up confidence rating for the nonprice factors.

Confidence Ratings Table

High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound capability and approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound capability and approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound capability and approach, or will be successful in performing the contract even with Government intervention.

FACTOR 1 - Technical Approach: Offerors must demonstrate compliance with all mandatory technical requirements specified in the solicitation. The proposal will be assessed to determine the likelihood that that offeror can successfully perform the contract requirements and the degree of the risk of non-performance. The proposal will be assessed to determine if it meets all the following criteria:

- Conformance to the Statement of Work (SOW)
- Submission of all required documentation
- Compliance with all mandatory specifications and standards

- Demonstrate recent completed experience within the past five (5) years in technical space renovations, including Mechanical, Electrical, and Plumbing (MEP) work. BSL-2 or higher biosafety-level renovation experience will be evaluated more favorably.
- Demonstrate an ability to provide licensed design professionals and trade subcontractors as required by Maryland and local law.

FACTOR 2 - Past Performance: The Government will evaluate the extent to which the Offeror demonstrates the capability to deliver high quality services similar in size, scope, and complexity to the requirements provided in the solicitation. An offeror without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance.

FACTOR 3 - Price: Price proposal will be evaluated for price reasonableness based on the total price proposed for performance of the project as specified in Section B of this solicitation. Analysis shall be performed in accordance with RFO Subpart 15.4. The proposal will be checked for the appearance of unbalanced prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as field overhead, home office overhead, bond, etc., to the appropriate contract line items. Both parties shall presume that field overhead costs through the proposed contract duration are inclusive in the offered price for the contract.

M.3 BASIS OF AWARD/SELECTION CRITERIA

The Government anticipates establishing a single contract with the contractor whose proposal is determined to best meet the needs of the Government after consideration of all factors-- i.e., provides the “best value.” Accordingly, the Government may award to other than the lowest priced Offeror or other than the highest technically rated Offeror. All non-price factors, when combined, are significantly more important than price. The Government values obtaining superior technical performance capability (represented by the non-price evaluation factors) than with making an award at the lowest overall evaluated price.

The Government intends to evaluate proposals and award a contract without discussions with Offerors (other than communication/exchanges conducted for the purpose of minor clarification), however, the Government reserves the right to conduct negotiation if later determined by the Contracting Officer to be necessary, therefore each initial offer should contain the Offeror's best terms from a price and technical standpoint.