COMBINED SYNOPSIS/SOLICITATION

HVAC QUARTERLY AND MONTHLY PREVENTATIVE MAINTENANCE SERVICES FOR NOAA FLOWER GARDEN BANKS NATIONAL MARINE SANCTUARY IN GALVESTON, TX

(I) This is a combined synopsis/solicitation for commercial items prepared in accordance with RFO Part 12. This announcement constitutes the only solicitation. Offers are being requested and no other written solicitation will be issued.

(II) This solicitation is issued as a request for quotation (RFQ). Submit written quotes on RFQ Number 1305M226Q0164.

(III) This solicitation is being issued as a total small business set-aside. The associated NAICS code is 238220. The small business size standard is $19.0M.

(IV) This combined solicitation/synopsis is for the following commercial services:

Line Item 0001 – Base Year; Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for quarterly and monthly preventative maintenance services on new HVAC mechanical equipment at the Flower Garden Banks National Marine Sanctuary located in Galveston, TX, in accordance with the attached, incorporated Statement of Work. The period of performance is 12 months.

Line Item 1001 – Option Year 1; Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for quarterly and monthly preventative maintenance services on new HVAC mechanical equipment at the Flower Garden Banks National Marine Sanctuary located in Galveston, TX, in accordance with the attached, incorporated Statement of Work. The period of performance is 12 months.

Line Item 2001 – Option Year 2; Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for quarterly and monthly preventative maintenance services on new HVAC mechanical equipment at the Flower Garden Banks National Marine Sanctuary located in Galveston, TX, in accordance with the attached, incorporated Statement of Work. The period of performance is 12 months.

(V) Description of requirements is as follows:

See attached Statement of Work which applies to the line items in Section (IV) for the Base Year and all Option Years. Wage Determination # 2015-5233 Revision 33 is applicable and may be viewed at www.SAM.gov. Offerors' quote must provide separate line item pricing for the base and all option years.

(VI) Place of Performance: Flower Garden Banks NMS Building 216, 4700 Avenue U, Galveston, TX 77551

Period of Performance shall be:

Base Year: Twelve (12) Months, Aug 01, 2026 – July 31, 2027

Option Year 1: Twelve (12) Months, Aug 01, 2027 – July 31, 2028

Option Year 2: Twelve (12) Months, Aug 01, 2028 – July 31, 2029

(VII) Defense Priorities and Allocations System (DPAS) and assigned rating does not apply.

(VIII) Quotes are required to be received in the contracting office no later than 5:00 P.M. MDT/MST on June 30, 2026. All quotes must be emailed to the attention of Michelle Walton. The email address is michelle.walton@noaa.gov

(IX) Any questions regarding this solicitation should be directed to Michelle Walton, phone: 757-605-7411, email: michelle.walton@noaa.gov

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

UTILIZATION OF FEDCONNECT® FOR CONTRACT ADMINISTRATION

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

(End)

Site Visit Dates: June 22, 2026 through June 26, 2026 from 9:00 am to 12:00 pm, local time
Site Visit Location: Flower Garden Banks NMS Building 216, 4700 Avenue U, Galveston, TX 77551
Point of Contact: Vendors must contact Desda Sisson at 409-356-0395 or email: desda.sisson@noaa.gov to make site visit appointments.

All Offerors are strongly encouraged to make a site visit to inspect all proposed work and to acquire all necessary site information to properly prepare their Quote. Failure of the Offeror to visit the site and acquire all necessary site information to properly prepare the quote shall not be acceptable cause to justify a later request for additional costs after Contract Award. Any questions that come up at the site visit must be provided to Michelle Walton via email at michelle.walton@noaa.gov no later than June 29, 2025 at 12:00 P.M. MDT/MST. No questions will be answered on site.

STATEMENT OF WORK
FLOWER GARDEN BANKS NMS (FGBNMS)
HVAC Preventative Maintenance of new equipment – Bldg. 216
GALVESTON, TEXAS

A. PURPOSE

New HVAC mechanical equipment located at the Flower Garden Banks (FGBNMS) Building 216 - Galveston Laboratory located at 4700 Avenue U Galveston TX 77551 was installed in 2024 and will need a comprehensive maintenance program in order to assure proper and optimal operations.

B. BACKGROUND

The NOS Flower Garden Banks NMS Building 216, at NMFS Galveston Laboratory underwent construction services for the demolition and replacement of the existing Water Source Heat Pump (WSHP)

systems with a new Variable Refrigerant Flow (VFR) system and upgrades to the existing electrical system. The existing WSHP Dedicated Outside Air System (DOAS) remained to provide air conditioning related to the laboratory fume hoods within the building.

C. PERIOD OF PERFORMANCE

- Base Year: 08/01/2026 – 07/31/2027
- Option Year 1: 08/01/2027 – 07/31/2028
- Option Year 2: 08/01/2028 – 07/31/2029

D. SPECIFIC WORK TASKS

The contractor shall provide the materials, labor, equipment, and insurance to perform all required tasks and services. The tasks will be performed quarterly, unless otherwise stated monthly. The contractor will remove from the premises all removed parts and equipment and dispose of them properly and in accordance with regulations.

Equipment items:

Mitsubishi Cassette x 16 (quarterly)

Exhaust fan #1 (quarterly)

Exhaust fan #2 (quarterly)

Outdoor units x 7 (quarterly)

7 AHUs W filters (monthly)

The contractor will be required to service the following:

1. Mitsubishi Cassette and Make Up Air Maintenance
   a. Remove filters for cleaning and reinstall
   b. Clean/dust louvers and inspect fan
   c. Check thermostat for proper operation
   d. Inspect Drain System for signs of water
   e. Inspect pipe supports
   f. Clean dust from air diffusers
   g. Check for overall operation
   h. Check off list in maintenance log

2. Filter Replacement and overall check of Air Handling Systems
   a. Verify fan operation and inspect overall condition
   b. Inspect drain system and drain pan for water
   c. Check insulation
   d. Remove filters and inspect filter housing to clean
   e. Replace filters and log on sheet
   f. Put system in service
   g. DOAS Washable (monthly)
   h. DOAS filter replacements

3. Overall Maintenance of Exhaust Fans
   a. Verify fan operations.
   b. Inspect overall condition.
   c. Check belt condition and tension. Replace annually.

d. Inspect sheaves and pulleys for wear.
e. Lubricate as per OEM recommendation.
f. Check starter contacts and electrical connections.
g. Clean shafts and motor vents.

4. Overall Check of Outdoor Mechanical Systems
   a. Wash out condensers with fresh water.
   b. Wash out under the equipment with fresh water.
   c. Open lower covers and inspect electrical and clean debris for all 7 units.
   d. Clean and maintain the concrete pad and short wall due to mold/moss growth (monthly).

E. OTHER INFORMATION

1. Technical Point of Contact (TPOC)-will be provided at time of award

The TPOC shall serve as a technical advisor/representative to the Contracting Officer. The TPOC does not have any contractual authority and cannot obligate the Government or change the scope of work.

2. IT Security Requirements

The Certification and Accreditation (C&A) requirements of 48 CFR 1352.239-73 do not apply, and a Security Accreditation Package is not required. The contractor will not have access to any government owned IT equipment or be furnished government privileged information. However, the contract will have full access to the HVAC system in Bldg, 216.

3. Inspection and Acceptance

The TPOC will perform final review and acceptance of all work.

4. Invoicing

Invoices shall include the vendor's name, date, and the contract number. Invoices shall be submitted through the Invoice Processing Platform (IPP). A copy of the invoice should be provided to the TPOC for review and approval.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
1305M226Q0164

6. SOLICITATION ISSUE DATE
06/16/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
MICHELLE WALTON

b. TELEPHONE NUMBER *(No collect calls)*
757-605-7411

8. OFFER DUE DATE/ LOCAL TIME
06/30/2026 1900 ED

9. ISSUED BY CODE EAD-SAP

EAD-SAP
FED BLDG 200 GRANBY ST SUITE 815
NORFOLK VA 23510

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238220

SIZE STANDARD: $19

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE ND601104

FLOWER GARDEN BANKS NMS
4700 AVENUE U
BLDG. 216
GALVESTON TX 77551

16. ADMINISTERED BY CODE EAD-SAP

EAD-SAP
FED BLDG 200 GRANBY ST SUITE 815
NORFOLK VA 23510

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE ____

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NOTICE: THE GOVERNMENT DOES NOT ACCEPT RESPONSIBILITY FOR NON-RECEIPT OF QUOTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST A CONFIRMATION OF THE QUOTE RECEIPT. Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
MICHELLE WALTON

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UNIQUE ENTITY ID _____ CAGE CODE _____ OFFEROR MAY SUBMIT THE QUOTE ON THIS SF-1449 FORM OR THEIR OWN COMPANY FORM IN THE SAME FORMAT PROVIDED ON THE SF1449. QUOTES WILL BE EVALUATED BASED ON RFO 52.212-2 IN ATTACHED CLAUSES & PROVISIONS. VENDORS WHO DO NOT PROVIDE ALL EVALUATION CRITERIA WILL NOT BE ACCEPTED. THE OFFEROR MUST BE CURRENTLY REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) TO BE ELIGIBLE FOR AN AWARD. QUOTES RECEIVED FROM CONTRACTORS WHO ARE NOT ACTIVE IN SAM WILL NOT BE CONSIDERED. TOTAL SMALL BUSINESS SET-ASIDE, FIRM-FIXED PRICE PURCHASE ORDER TO BE AWARDED TO LOWEST PRICED, TECHNICALLY ACCEPTABLE.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

Section II - Supplies or Services and Price/Costs 4
Section IX - Contract Clauses 6
Section X - List of Attachments.....25

Section II - Supplies or Services and Price/Costs

CLIN List

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	BASE YEAR SERVICES, NON-PERSONAL, TO PROVIDE ALL EQUIPMENT, LABOR, AND MATERIALS (UNLESS OTHERWISE PROVIDED HEREIN) NECESSARY FOR: Quarterly and monthly preventative maintenance services on new HVAC mechanical equipment at the Flower Garden Banks National Marine Sanctuary located in Galveston, TX See attached, incorporated Statement of Work for exact detail. Award Type: Firm-fixed-price Period of Performance: 08/01/2026 to 07/31/2027				
1001	OPTION YEAR 1 SERVICES, NON-PERSONAL, TO PROVIDE ALL EQUIPMENT, LABOR, AND MATERIALS (UNLESS OTHERWISE PROVIDED HEREIN) NECESSARY FOR: Quarterly and monthly preventative maintenance services on new HVAC mechanical equipment at the Flower Garden Banks National Marine Sanctuary located in Galveston, TX See attached, incorporated Statement of Work for exact detail. Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 08/01/2027 to 07/31/2028				
2001	OPTION YEAR 2 SERVICES, NON-PERSONAL, TO PROVIDE ALL EQUIPMENT, LABOR, AND MATERIALS (UNLESS OTHERWISE PROVIDED HEREIN) NECESSARY FOR: Quarterly and monthly preventative maintenance services on new HVAC mechanical equipment at the Flower Garden Banks National Marine Sanctuary located in Galveston, TX See attached, incorporated Statement of Work for exact detail.				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 08/01/2028 to 07/31/2029				

Section IX - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION. (NOV 2024) (Deviation JAN 2026)
52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE. (OCT 2018) (Deviation JAN 2026)
52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015) (Deviation JAN 2026)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation JAN 2026)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015) (Deviation JAN 2026)
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016) (Deviation JAN 2026)
52.212-4	TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023) (Deviation JAN 2026)
52.217-5	Evaluation of Options. (JUL 1990) (Deviation JAN 2026)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020) (Deviation JAN 2026)
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JAN 2025) (Deviation JAN 2026)
52.222-3	Convict Labor. (JUN 2003)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2025) (Deviation JAN 2026)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020) (Deviation JAN 2026)
52.222-41	Service Contract Labor Standards. (AUG 2018)
52.222-42	Statement of Equivalent Rates for Federal Hires. (MAY 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS. (OCT 2025) (Deviation JAN 2026)
52.222-62	Paid Sick Leave Under Executive Order 13706. (JAN 2022)
52.222-90	Addressing DEI Discrimination by Federal Contractors ((DEVIATION April 2026))
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES. (MAY 2024) (Deviation JAN 2026)

Clause Number	Clause Title
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-3	PROTEST AFTER AWARD. (AUG 1996) (Deviation JAN 2026)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004) (Deviation JAN 2026)
52.237-1	Site Visit. (APR 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS. (Deviation JAN 2026)
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS. (Deviation JAN 2026)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (OCT 2025) (Deviation JAN 2026)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
1352.201-70	Contracting Officer's Authority. (MAR 2010)
1352.209-73	Compliance with the laws. (APR 2010)
1352.209-74	Organizational conflict of interest. (APR 2010)

Standard Language UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

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

RFO 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (SEP 2023) (Deviation JAN 2026)

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

The offeror will submit a quote for the items in section (IV).

1. Submit PDF or Microsoft Word format quotations to the office specified in this solicitation at or before the time specified in the solicitation. Email quotes are required and can be sent

to michelle.walton@noaa.gov.

2. Offeror shall have an active registration in the System for Award Management (SAM found at https://sam.gov/content/home) in order to provide a quote and be eligible for award. Must provide their UEI #/CAGE CODE with their quote.

3. Provide all evaluation criteria in accordance with RFO 52.212-2 in this package. Offerors who do not provide all evaluation criteria will not be accepted.

4. Offerors shall assume that the Government has no prior knowledge of them or their capability.

5. Quote shall include at least three references for similar services including the phone number, full address, and e-mail address. References will be checked. The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the offeror, the agency's knowledge of offeror's performance, other government agencies or commercial entities, or past performance databases, and will be based on responsiveness, quality, and customer services.
The following minimum information shall be provided within offeror submitted references:
• Contract Number/Order Number
• Date of Contract Award
• Name and Address of the Government Agency or Commercial Entity
• Contract Type
• Annual Contract Cost
• Period of Performance
• Description of Work
• Valid name, phone number and e-mail address of Contracting Officer, Contracting Officer's Representative or Prime Contractor (if company was subcontracted).
• In the description of work, quotes should provide a detailed explanation demonstrating the similarity of the contract, in terms of scope and size to the requirements of the solicitation for purposes of the relevancy review. Additionally, offerors should provide a brief description of work performed and results achieved; description of the methodology, tools, and processes utilized.
Offerors are cautioned that the Government reserves the right to obtain information for use in the evaluation of past performance from any sources including sources outside of the Government. The Government may obtain whatever information it deems most relevant to the required effort by telephonic and/or written inquiry. This information may include CPARS reports, SAM.gov information or past performance information from any source.

6. If proposed subcontractor past performance is provided as part of the three (3) of its most relevant contracts or efforts and type of work to be done by the subcontractor on the solicitation requirement must be stated. The offeror's submittal shall clearly detail the aspects of the work in the solicitation that the subcontractor is proposed to perform. A Past Performance example which does not clearly detail the aspects of the work in the solicitation that the subcontractor is proposed to perform will not be evaluated.
If the prime offeror or intended subcontractor/partner submits a past performance example in which it served as a subcontractor, the prime/sub/partner shall clearly detail the work that it performed and the size (dollar value) of that subcontracted work only. A Past Performance example that does not differentiate between the overall contract effort and the subcontractor effort will not be evaluated.

Subcontractor performance (either the offeror's own subcontractor experience or proposed subcontractor's experience) of major or critical aspects of this requirement will be considered the same as prime contractor past performance information for the offeror. Failure of offerors to provide the required information and level of specificity will result in the contract reference not being evaluated.

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

(End of provision)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Paragraph (a) is hereby completed as follows: Evaluation will be based on the following pass/fail criteria;

1. **Technical Approach/Capability.**
   The offeror's overall technical approach will be evaluated to assess the Government's level of confidence in the offeror's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. Provide a detailed description of the company's experience performing similar services. A detailed technical approach write-up describing how the offeror will perform this service is required to be submitted with the quote regardless of whether a site visit was made or not. The technical approach write-up must not be a reiteration of the Statement of Work but how your company plans on performing the tasks listed in the attached Statement of Work. i.e. performance checklists, anticipated number of janitors, anticipated hours at the facility and/or confirmation of supplies being provided, etc. Specification Sheet - offeror must include specification sheets for all equipment quoted. Offerors must be a licensed and insured HVAC company and proof of licensure must be submitted with quotes.

2. **Past Performance**
   Quote shall include at least three references for similar and relevant services including the phone number, full address, and e-mail address to demonstrate the offeror's capability to successfully perform the services listed in the Statement of Work. The offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management and customer satisfaction. The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the Offeror, the agency's knowledge of Offeror performance, other government agencies or commercial entities, or past performance databases, and will be based on responsiveness, quality, and customer services. Offerors lacking relevant past performance history, or for whom past performance information is either not available or has not been submitted to the Government, will receive a neutral rating for past performance.

3. Price

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

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

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

(End of provision)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of contract expiration.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed

by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul

(End of provision)

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

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

(End of clause)

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

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

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

(End of provision)

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

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

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

(End of clause)

CAR 1352.215-72 Inquiries. (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to michelle.walton@noaa.gov. Questions should be received no later than 13 calendar days after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

CAR 1352.233-70 Agency protests. (APR 2010)

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

(b) Agency protests filed with the Contracting Officer shall be sent to the following address: Michelle Walton; Michelle.Walton@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Eastern Acquisition Division
ATTN: Dawn Dabney, NOAA Simplified Acquisition Branch Chief
Dawn.Dabney@noaa.gov

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

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

(End of clause)

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

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

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

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

(End of clause)

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:

Flower Garden Banks NMS
Building 216
4700 Avenue U
Galveston, TX 77551

(End of clause)

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

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

(a) Definitions.

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

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

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

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

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

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

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

(b) Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

● Phone: 1-866-288-6558

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

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

● Text: (202) 335-0265

(d) Confidentiality.

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

(e) Remedies.

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

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

2. Requiring the contractor to terminate a subcontract;

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

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

5. Suspension or debarment; or

6. Other appropriate action.

(End of solicitation and contract language)

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

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

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

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

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

● Included in NOAA’s locator, and

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

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

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

(End of solicitation and contract language)

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

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

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

(End of solicitation and contract language)

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

(a)

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

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

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

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

iii. Occupational safety or health hazards;

iv. Lapse in Appropriations; or

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

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

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

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

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

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

2. Forego the work; or

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

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

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

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

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

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

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

(End of solicitation and contract language)

FAR Deviations 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. [DEVIATION (OCT 2023)]

(a) Definitions. As used in this clause—

"United States" means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

"Worker"—

(1)(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and —

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide

information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;

(ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

Section X - List of Attachments

Attachment Number	Title
1	Contractor Past Performance Reference Sheet