SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 143051-26-0019

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 1305M326Q0301

6. SOLICITATION ISSUE DATE: 07/10/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: CHARLES KENDALL

b. TELEPHONE NUMBER *(No collect calls)*:

8. OFFER DUE DATE/ LOCAL TIME: 07/22/2026 1300 PD

9. ISSUED BY CODE: WAD-SAP-S

WAD-SAP
7600 Sand Point Way NE
SEATTLE WA 98115

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: FR750031

SANTA CRUZ LAB
NOAA/NMFS 110 MCALLISTER WAY
/F/SWC5
SANTA CRUZ CA 95060

16. ADMINISTERED BY CODE: WAD-SAP-S

WAD-SAP
7600 Sand Point Way NE
SEATTLE WA 98115

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

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

18a. PAYMENT WILL BE MADE BY CODE:

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
	* Please review the entirety of this Request For Quotes (RFQ) and its attachments to ensure your eligibility for contract award. ** It is highly recommended that all offerors 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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED:

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: CHARLES M. KENDALL

31c. DATE SIGNED:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	carefully review and comply with Revolutionary FAR Overhaul (RFO) Provisions: 52.212-1 - Instructions to Offerors—Commercial Products and Commercial Services, 52.212-2 - Evaluation—Commercial Products and Commercial Services, 52.237-1 - Site Visit and CAR Provision 1352.215-72 - Inquiries. These provisions contain very important information related to this RFQ.				
0001	BASE YEAR: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. Product/Service Code: J041 Period of Performance: 09/01/2026 to 08/31/2027				
0002	BASE YEAR: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Regular Rate: Continued...				

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): Product/Service Code: J041 Period of Performance: 09/01/2026 to 08/31/2027				
1001	Option Year 1: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. (Option Line Item) Anticipated Exercise Date: 08/31/2027 Product/Service Code: J041 Period of Performance: 09/01/2027 to 08/31/2028				
1002	Option Year 1: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): (Option Line Item) Anticipated Exercise Date: 08/31/2027 Product/Service Code: J041 Period of Performance: 09/01/2027 to 08/31/2028				
2001	Option Year 2: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. (Option Line Item) Anticipated Exercise Date: 08/31/2028 Product/Service Code: J041 Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/01/2028 to 08/31/2029				
2002	Option Year 2: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): (Option Line Item) Anticipated Exercise Date: 08/31/2028 Product/Service Code: J041				
	Period of Performance: 09/01/2028 to 08/31/2029				
3001	Option Year 3: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. (Option Line Item) Anticipated Exercise Date: 08/31/2029 Product/Service Code: J041				
	Period of Performance: 09/01/2029 to 08/31/2030				
3002	Option Year 3: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): (Option Line Item) Anticipated Exercise Date: 08/31/2029 Product/Service Code: J041 Period of Performance: 09/01/2029 to 08/31/2030				
4001	Option Year 4: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. (Option Line Item) Anticipated Exercise Date: 08/31/2030 Product/Service Code: J041 Period of Performance: 09/01/2030 to 08/31/2031				
4002	Option Year 4: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): (Option Line Item) Anticipated Exercise Date: 08/31/2030 Product/Service Code: J041 Period of Performance: 09/01/2030 to 08/31/2031				

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Section II - Supplies or Services and Price/Costs

CLIN List

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	BASE YEAR: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. Award Type: Firm-fixed-price Product/Service Code: J041 Requisition No: 143051-26-0019 Period of Performance: 09/01/2026 to 08/31/2027				
0002	BASE YEAR: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): Award Type: Firm-fixed-price Product/Service Code: J041 Requisition No: 143051-26-0019 Period of Performance: 09/01/2026 to 08/31/2027				
1001	Option Year 1: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 08/31/2027 Product/Service Code: J041				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Period of Performance: 09/01/2027 to 08/31/2028				
1002	Option Year 1: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 08/31/2027 Product/Service Code: J041 Period of Performance: 09/01/2027 to 08/31/2028				
2001	Option Year 2: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 08/31/2028 Product/Service Code: J041 Period of Performance: 09/01/2028 to 08/31/2029				
2002	Option Year 2: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts.				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Please provide hourly rates per technician for the following: Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 08/31/2028 Product/Service Code: J041 Period of Performance: 09/01/2028 to 08/31/2029				
3001	Option Year 3: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 08/31/2029 Product/Service Code: J041 Period of Performance: 09/01/2029 to 08/31/2030				
3002	Option Year 3: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 08/31/2029				

Item Number	Description	Quantity	Unit	Unit Price	Amount
4001	Product/Service Code: J041 Period of Performance: 09/01/2029 to 08/31/2030 Option Year 4: Routine maintenance, operations and testing of the cooling tower and chiller system per Attachment 1 - Statement of Work. Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 08/31/2030 Product/Service Code: J041 Period of Performance: 09/01/2030 to 08/31/2031				
4002	Option Year 4: This is a pre-funded Not To Exceed (NTE) CLIN for emergent/non-routine repairs of the cooling tower and chiller system per Attachment 1 - Statement of Work. This CLIN should only be invoiced against if emergent/non-routine repairs are needed. That invoice will utilize the rates and charges below plus the cost of parts. Please provide hourly rates per technician for the following: Regular Rate: After Hours Rate: Weekend Rate: Holiday Rate: Trip Charge (If applicable): Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 08/31/2030 Product/Service Code: J041 Period of Performance: 09/01/2030 to 08/31/2031				

Section IX - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020) (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)
52.209-6	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)
52.212-4	TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023) (Deviation JAN 2026)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020) (Deviation JAN 2026)
52.219-14	Limitations on Subcontracting. (OCT 2022) (Deviation JAN 2026)
52.222-3	Convict Labor. (JUN 2003)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2025) (Deviation JAN 2026)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020) (Deviation JAN 2026)
52.222-41	Service Contract Labor Standards. (AUG 2018)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (AUG 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS. (OCT 2025) (Deviation JAN 2026)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (MAY 2024) (Deviation JAN 2026)
52.223-3	Hazardous Material Identification and Safety Data. (FEB 2021) (Deviation JAN 2026)
52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2024)
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)
52.232-18	Availability of Funds. (APR 1984)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-3	PROTEST AFTER AWARD. (AUG 1996) (Deviation JAN 2026)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004) (Deviation JAN 2026)
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS. (Deviation JAN 2026)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (OCT 2025) (Deviation JAN 2026)
52.253-1	COMPUTER GENERATED FORMS. (JAN 1991) (Deviation JAN 2026)
1352.201-70	Contracting Officer's Authority. (MAR 2010)
1352.209-73	Compliance with the laws. (APR 2010)
1352.209-74	Organizational conflict of interest. (APR 2010)

DOC 2026 REAL ID ENFORCEMENT REAL ID Act Enforcement

As of January 1, 2026, all Department of Commerce–owned or leased facilities will only accept a REAL ID-compliant form of identification. Visitors with state-issued identification must now present a REAL ID or a different form of government-issued photo identification, such as: A passport, an Enhanced Driver's License, or a federal employee, military, or veteran identification card (this list is not all-inclusive). Additional information about the Department’s implementation plan may be found at https://www.commerce.gov/OSY/REAL-ID .

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 52.217-8 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 15 days.

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

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

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

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

Occupation Code	Wage Rate - Estimated Fringe Benefits
23410	$38.45 - Estimated 30%

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

RFO 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (MAY 2024) (Deviation JAN 2026)

In accordance with 40 CFR 82.84(a)(3), the Contractor shall comply with the applicable requirements of sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

RFO 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

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

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

(End of clause)

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

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

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation (48 CFR Chapter 13) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

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

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

(b) The place of acceptance will be:

110 McAllister Way
Santa Cruz, CA 95060

(End of clause)

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

(a) The base period of performance of this contract is from 9/1/2026 through 8/31/2027. If an option is exercised, the period of performance shall be extended through the end of that option period.

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

O.Y. 1 - 1 Sep 2027 - 31 Aug 2028
O.Y. 2 - 1 Sep 2028 - 31 Aug 2029
O.Y. 3 - 1 Sep 2029 - 31 Aug 2030
O.Y. 4 - 1 Sep 2030 - 31 Aug 2031

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

(End of clause)

NOAA Acquisition Manual 1330-52.222-70 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 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. 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: Vendor's Detailed Invoice with details of work completed and dates..

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

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

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

● Included in NOAA's locator, and

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

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

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

(End of solicitation and contract language)

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

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

(End of solicitation and contract language)

Section X - List of Attachments

Attachment Number	Title
1	Attachment 1 - Statement of Work - Santa Cruz Lab Cooling System Maintenance & Repairs
2	Attachment 2 - SCA Wage Determination 2015-5649 - Rev 26
3	Attachment 3 - Questions & Answers Tracker
4	Attachment 4 - Past-Performance-Questionnaire

Section XII - Instructions, Conditions, and Notices

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

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

RFO 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015) (Deviation JAN 2026)

RFO 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016) (Deviation JAN 2026)

RFO 52.217-5 Evaluation of Options. (JUL 1990) (Deviation JAN 2026)

RFO 52.223-1 Biobased Product Certification. (MAY 2024) (Deviation JAN 2026)

RFO 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS. (Deviation JAN 2026)

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

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

(1) The solicitation number;

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

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

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

***These required parts may be submitted as one document, but <u>each part should start on a new page</u>.**

Part I - Technical Approach and Capability Narrative
Part II - Past Performance Questionnaire(s) (RFQ Attachment 4)
Part III - Price Quote

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

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions

included in the solicitation and any solicitation amendments.

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

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

(a) Evaluation factors. 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. The Government may utilize a comparative evaluation during the evaluation process. The following factors, listed in order of importance, will be used to evaluate quotes:

1. **Technical Approach and Capability: The Government will evaluate the Vendor's Technical Approach and Capability Narrative. Specifically, the Government will evaluate the proposed maintenance plan, emergency response (hours), downtime mitigation, quality control, compliance with all safety and environmental standards (see Attachment 1 - Statement of Work for requirement details) to determine its level of confidence and assign one of the following four ratings:**

- **Highly Confident:** The Government has high confidence that the Vendor understands the requirement and will be successful in performing the contract with no Government intervention. The Vendor provided a Technical Approach that exceeds the Government's minimum requirements.
- **Confident:** The Government has confidence that the Vendor understands the requirement and will be successful in performing the contract with little to no Government intervention. The Vendor provided a Technical Approach that clearly meets the Government's minimum requirements.
- **Some Confidence:** The Government has some confidence that the Vendor understands the requirement and may be successful in performing the contract with some Government intervention. The Vendor provided a Technical Approach that doesn't clearly meet all of the Government's minimum requirements.
- **Low Confidence:** The Government has low confidence that the Vendor understands the requirement or will be successful in performing the contract even with Government intervention. The Vendor provided a Technical Approach that does not meet the Government's minimum requirements.

2. **Price: The Government will evaluate the Offeror's pricing. The total evaluated price will include the sum of the Offeror's price for each Line Item and will be evaluated for reasonableness and completeness.**

3. **Past Performance: The Government's evaluation of Past Performance will be used, as appropriate, to determine the likelihood of successful performance of contract requirements, quality and timeliness of delivery of goods, services and/or construction, cost management, communications between contracting parties, proactive management and/or customer satisfaction.** The Government will evaluate all Past Performance Questionnaire(s) received in response to this solicitation. The Government may also consider past performance information from a wide variety of sources both inside and outside the Government. This may include reviewing performance information reported to the Contractor Performance Assessment Reporting System, as well as other sources of information (e.g. SAM.gov). Contracting officers may consider an offeror's experience as a subcontractor. Vendors 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 rating of "Neutral" for past performance. Neutral ratings will not be considered negatively, but may be considered less favorably when compared to higher rated past performance ratings. The government will then assign one of the following Past Performance ratings, as an overall rating, for each Offeror:

- **Favorable:** The Offeror submitted positive past performance relevant to the requirement in this solicitation.
- **Neutral:** The Offeror lacks relevant past performance history, past performance questionnaire(s) were not received by the Government, or past performance information received did not permit the government to assign a favorable or unfavorable rating.
- **Unfavorable:** The Offeror submitted, or negative past performance was discovered, relevant to the requirement in this solicitation.

(b) Options.

1. Evaluation of Option Periods - Except when it is determined in accordance with RFO FAR Part 17 not to be in the Government's best interests, the Government will evaluate offers or quotations for award purposes by adding the total price for all options to the total price for the basic requirement to determine the total evaluated price. This total evaluated price includes options under RFO FAR 52.217-8, Option to Extend Services, which applies to this solicitation. The calculation for RFO FAR 52.217-8, for the purposes of evaluating all quotes equally, will be calculated at 50 percent of the vendor's final option period pricing. For example, if Option Period 4 is the final option period in the solicitation, and the vendor's quote is $5,000.00, the RFO FAR 52.217-8 pricing will be calculated and evaluated at 50% or $2,500.00 to determine the total evaluated price. Evaluation of options will not obligate the Government to exercise the option(s). An option is only exercised at the issuance of a modification signed by the Contracting Officer.

2. Exercising Option Periods after Award - All Option Period(s) will be exercised as needed at any time during the life of the contract using the rates applicable at the time of exercise. If the Government exercises FAR 52.217-8 in Option Year 2 and the price of Option Year 2 is $3,000.00, then the maximum 6-month extension cost is $1,500.00.

(c) Notice of award. A written notice of award or acceptance of an offer 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 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (FEB 2024) (Deviation 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 238220.

(2) The small business size standard is 19.0 M.

(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)

RFO 52.237-1 Site Visit. (APR 1984)

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

***The Site Visit will be held on Tuesday, 15 July 2026 at 1000 PT. Address: 110 McAllister Way Santa Cruz, CA 95060**

Vendors should coordinate their visit date/time with the POC below, who will provide further guidance on site access and parking. The only requirement potential contractors must meet before visiting the lab is REAL ID compliance. If they do not possess a state-issued REAL ID-compliant driver's license or identification card, they must present an acceptable form of identification upon arrival. They must comply with REAL ID rules to gain site access.

POC Information

Name: Tom Rausch

Email: tom.rausch@noaa.gov
Phone: 831-420-3901

(End of provision)

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

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

(End of provision)

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

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

(b) The use in this solicitation of any Commerce Acquisition Regulation (48 CFR chapter 13) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

CAR 1352.215-72 Inquiries. (APR 2010)

Offerors must submit all questions concerning this solicitation in writing (via email) to charles.kendall@noaa.gov, preferably by utilizing "Attachment 3 - Questions and Answers Tracker". Questions should be received no later than Wednesday 15 July 2026 at 4:00 pm PDT. 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 they're provided in other form (verbally or written), ONLY the question responses included in an amendment to the solicitation will alter the requirement and performance on 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: Charles M. Kendall

Contracting Officer, Seattle-SAP
Western Acquisitions Division
7600 Sand Point Way NE, Bldg 1,
Seattle, WA 98115
charles.kendall@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Aakanksha Bhargava (if Matt or Jenna is CO)
Branch Chief, Seattle-SAP
Western Acquisitions Division
7600 Sand Point Way NE, Bldg 1,
Seattle, WA 98115
aakanksha.bhargava@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)