

COMBINED SYNOPSIS/SOLICITATION

The objective of this contract is to inspect, test, repair, maintain, and ensure the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices located within the following buildings located at NMFS, Southeast Fisheries Science Center, Galveston Laboratory located at 4700 Avenue U, Galveston, Texas 77551:

- Building 301
- Building 302
- Building 303
- Building 305
- Building 306
- Maintenance Archive (MA)

In addition to maintenance and repair services, the Contractor shall provide and install new fire alarm notification and initiating devices in designated facilities that currently lack complete fire alarm coverage. The Contractor shall furnish all non personal service labor, materials, equipment, permits, testing, programming, and documentation necessary to provide fully operational and code-compliant systems. The Contractor shall maintain all fire alarm systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards. Services shall include scheduled inspections, preventative maintenance, corrective repairs, emergency response services, and documentation of system condition and performance.

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

Solicitation number 1333MF26Q0105 is issued as a request for quotation (RFQ), for inspect, test, repair, maintain, and ensure the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices.

This acquisition is set-aside for small business concerns. The associated NAICS code is 238220. The small business size standard is \$19 Million.

The Government intends to award a trade-off, single award firm fixed-price purchase order on an all or none with payment terms of Net 30.

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

(ii) A list of line-item number(s) and items, quantities, and units of measure (including option(s), if applicable).

CLIN 0001 – Base Year

The objective of this contract is to inspect, test, repair, maintain, and ensure the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices located within the following buildings located at NMFS, Southeast Fisheries Science Center, Galveston Laboratory located at 4700 Avenue U, Galveston, Texas 77551:

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CLIN 1001 – Option Year 1

Continued Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for maintaining all fire alarm systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards in accordance with the Statement of Work. Period of Performance for one year following the base year.

CLIN 2001 – Option Year 2

Continued Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for maintaining all fire alarm systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards in accordance with the Statement of Work. Period of Performance for one year following option year one.

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

See attached Statement of Work which applies to Base Year and all Option Years 1 – 2, and Department of Labor Wage Rates: WD 2015-5233, Revision No 35, dated Aug 22, 2026 , which can be found on: <https://sam.gov/content/wage-determinations>

INVOICES TO BE BILLED MONTHLY IN ARREARS VIA IPP. PROVIDE MONTHLY AND ANNUAL PRICING FOR EACH BASE AND OPTION YEAR. QUOTE PRICING MAY BE PROVIDED ON ATTACHED SF18 FORM OR ON COMPANY LETTERHEAD.

(iv) Date(s) and place(s) of delivery and acceptance and f.o.b. point (see part 47).

The start date is an estimate and is subject to new funding approval processes. If there is a significant delay in awarding this contract, a shortened base year Period of Performance may be utilized or an updated quote may be requested with a new 12-month base year and corresponding option years.

Period of performance shall be:

Base Year: 12 months from Date of Award (DOA).

Option Period 1: 12 months, dates to be determined after DOA is known.

Option Period 2: 12 months, dates to be determined after DOA is known.

Place of Performance is NMFS, Southeast Fisheries Science Center, Galveston Laboratory located at 4700 Avenue U, Galveston, Texas 77551

(v) A list of solicitation provisions that apply to the acquisition (see 12.205(a)) can be found on the Request for Quote Form SF18 attachment in Section 5 Other Contract Terms and Conditions.

RFO 52.237-1 Site Visit (Apr 1984) (Deviation Jan 2026)

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

(End of provision)

A site visit is highly recommended but not required. Vendors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Please contact Michael "Mike" Cordova at michael.cordova@noaa.gov with a cc to Suzanne.Johnston@noaa.gov for the date and time to visit the site. Only one site visit will be conducted and vendors are encouraged to attend. All questions during the site visit should be submitted electronically to Suzanne.Johnston@noaa.gov. Vendors shall not ask questions while on a site visit.

(vi) A list of contract clauses that apply to the acquisition (see 12.205(b)) can be found on the Request for Quote Form SF18 attachment in Section titled Contract Terms and Conditions.

(vii) Quotes are required to be received in the contracting office no later than 12pm EST/EDT on 9/14/2026. All quotes must be submitted electronically via email to Suzanne.Johnston@noaa.gov.

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

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

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

Instructions to Offerors

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

NOTICE TO QUOTERS: 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. Quotes that are non-responsive may be excluded from further evaluation and rejected without further notification to the quoter.

1. Email quotes are required and can be sent to Suzanne.johnston@noaa.gov.. Submit a single unified combined PDF file quotation to the office specified in this solicitation at or before the time specified in the solicitation.

2. Quoters shall have an active registration in the System for Award Management (<https://sam.gov/content/home>) in order to provide a quote and be eligible for award.

3. Quotes shall include:

- * Signed copies of the SF 18 and SF 30(s) to acknowledge the solicitation and any applicable amendments

- * Quoter's UEID/CAGE CODE

- * Responses to each item listed below. Quoters should assume that the Government has no prior knowledge of them or their experience and capability.

EVALUATION APPROACH:

1. Technical Approach.

Provide details describing the Quoter's overall technical approach to convey the Quoter's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. A detailed technical approach write-up describing how the Quoter will perform this service is required to be submitted 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 Quoter's company plans on performing the tasks listed in the attached Statement of Work (i.e., performance checklists, anticipated number of employees, anticipated hours at the facility and/or confirmation of supplies being provided, etc.).

The Quoter's past performance on contracts performing the same or similar requirements as described in the Statement of Work. Include a brief description of the contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management, and customer satisfaction.

2. Experience.

Provide details describing the Quoter's background and past performance on contracts performing the same or similar requirements as described in the Statement of Work. Include a brief description of the contract requirements, length of time to complete, cost management, communications between contracting parties, project management, and customer satisfaction.

Quoter must provide the following and also include all requirements from RFO 52.212-2 Clause::

1. Written documentation demonstrating a minimum of 5 years' experience in installing, inspecting, testing, repairing, maintaining, and ensuring the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices.

2. Written documentation from the Manufacturer of any required system stating Quoter's authorization to install and eligibility to obtain the Manufacturer's warranty, so that the Manufacturer is able to, and willing to, issue the required Warranty to the Government.

3. Written documentation of quoter's certifications per the requirements outlined in the statement of work

4. Price.

The quoted prices will be evaluated but not scored. The Government will evaluate the price quote for completeness and reasonableness in relation to the requirements as described in the Statement of Work.

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

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

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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

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

- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to

conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

RFO 52.212-2 Evaluation- Commercial Products and Commercial Services (Nov 2021) (Deviation Jan 2026)

Quotes will be evaluated based on the factors set forth in paragraph (a) using Tradeoff procedures.

(a) Evaluation factors. The Government will award a single order resulting from this RFQ to the responsible Quoter whose quote conforming to the RFQ will be most advantageous to the Government, price and non-price factors considered. The non-price factors are of equal importance, and when combined, are more important than price. The evaluation criteria for each of the factors are as follows:

Factor 1. Technical Approach. Provide details describing the Quoter's overall technical approach to convey the Quoter's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. A detailed technical approach write-up describing how the Quoter will perform this service is required to be submitted 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 Quoter's company plans on performing the tasks listed in the attached Statement of Work (i.e., performance checklists, anticipated number of employees, anticipated hours at the facility and/or confirmation of supplies being provided, etc.). Written documentation of quoter's certifications per the requirements outlined in the statement of work

Factor 2. Experience. Provide details describing the Quoter's background and past performance on contracts performing the same or similar requirements as described in the Statement of Work. Include a brief description of the contract requirements, length of time to complete, cost management, communications between contracting parties, project

management, and customer satisfaction. Written documentation demonstrating a minimum of 5 years' experience in installing, inspecting, testing, repairing, maintaining, and ensuring the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices.

Factor 3--PAST PERFORMANCE. The offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, effective management of subcontractors, cost management, level of communication between the contracting parties, proactive management and customer satisfaction.

Offeror shall provide at least two (2) past performance references. Provide name, address, phone number, and name of the project.

If a quoter has no relevant past performance, the quoter must affirmatively state that it possesses no relevant past performance history. Offerors who fail to either provide past performance information or affirmatively state that they have none, may be considered as non-compliant to the solicitation.

Factor 4 - Firm Fixed-Price. The proposed prices/costs will be evaluated. The cost evaluation will determine whether the proposed costs are realistic, complete, and reasonable in relation to the solicitation requirements. Proposed costs must be entirely compatible with the technical approach.

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

The Government will evaluate the price quote for completeness and reasonableness in relation to the RFQ requirements.

(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)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER PAGE 1 OF 49

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 1333MF26Q0105	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME SUZANNE JOHNSTON	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME 09/14/2026 1200 ED
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9. ISSUED BY NMFS Field Delegates 601 EAST 12TH STREET SUITE 1746 KANSAS CITY MO 64106	CODE NMFS - FD	10. THIS ACQUISITION IS ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ UNRESTRICTED OR ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)	SET ASIDE: 100.00% FOR: NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238220 SIZE STANDARD: \$19
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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)
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15. DELIVER TO GALVESTON LABORATORY /F/SEC4 NOAA/NMFS 4700 AVENUE U GALVESTON TX 77551-6015	CODE FN740023	16. ADMINISTERED BY NMFS Field Delegates 601 EAST 12TH STREET SUITE 1746 KANSAS CITY MO 64106	CODE NMFS - FD
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17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
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TELEPHONE NUMBER

☐ 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... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Government Use Only)
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☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. ADDENDA FAR 52.212-3 AND 52.212-5 ARE ATTACHED.	☒ 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF CONTRACTING OFFICER (Type or print) SUZANNE JOHNSTON
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	UNIQUE ENTITY ID _____ CAGE CODE _____ OFFEROR MAY SUBMIT THE QUOTE ON THIS SF-18 FORM OR THEIR OWN COMPANY FORM. 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. The SCLS is applicable IS SCA Wage Determination 2015-5233 The objective of this contract is to inspect, test, repair, maintain, and ensure the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices located within the following 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)

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECEIVED (MM/DD/YYYY)

42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	buildings located at NMFS, Southeast Fisheries Science Center, Galveston Laboratory located at 4700 Avenue U, Galveston, Texas 77551: Building 301 Building 302 Building 303 Building 305 Building 306 Maintenance Archive (MA) In addition to maintenance and repair services, the Contractor shall provide and install new fire alarm notification and initiating devices in designated facilities that currently lack complete fire alarm coverage. The Contractor shall furnish all non personal service labor, materials, equipment, permits, testing, programming, and documentation necessary to provide fully operational and code-compliant systems. The Contractor shall maintain all fire alarm systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards. Services shall include scheduled inspections, preventative maintenance, corrective repairs, emergency response services, and documentation of system condition and performance in accordance with the Statement of Work. Period of Performance date of award for one year.				
1001	Option Year 1 - Continued Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for maintaining all fire alarm systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards in accordance with the Statement of Work. Period of Performance for one year following the base year. (Option Line Item) Anticipated Exercise Date: 09/01/2027				
2001	Option Year 2 - Continued Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for maintaining all fire alarm systems in peak operating condition to Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ensure life safety, property protection, and compliance with applicable codes and standards in accordance with the Statement of Work. Period of Performance for one year following the base year. (Option Line Item) Anticipated Exercise Date: 09/01/2028				

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Section IX - Contract Clauses33

Section II - Supplies or Services and Price/Costs

CLIN List

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	The objective of this contract is to inspect, test, repair, maintain, and ensure the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices located within the following buildings located at NMFS, Southeast Fisheries Science Center, Galveston Laboratory located at 4700 Avenue U, Galveston, Texas 77551: Building 301 Building 302 Building 303 Building 305 Building 306 Maintenance Archive (MA) In addition to maintenance and repair services, the Contractor shall provide and install new fire alarm notification and initiating devices in designated facilities that currently lack complete fire alarm coverage. The Contractor shall furnish all non personal service labor, materials, equipment, permits, testing, programming, and documentation necessary to provide fully operational and code-compliant systems. The Contractor shall maintain all fire alarm systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards. Services shall include scheduled inspections, preventative maintenance, corrective repairs, emergency response services, and documentation of system condition and performance in accordance with the Statement of Work. Period of Performance date of award for one year. Award Type: Firm-fixed-price				
1001	Option Year 1 - Continued Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for maintaining all fire alarm				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards in accordance with the Statement of Work. Period of Performance for one year following the base year. Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 09/01/2027				
2001	Option Year 2 - Continued Services, non-personal, to provide all labor, equipment and materials (unless otherwise provided herein) necessary for maintaining all fire alarm systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards in accordance with the Statement of Work. Period of Performance for one year following the base year. Award Type: Firm-fixed-price (Option Line Item) Anticipated Exercise Date: 09/01/2028				

Section III - Description/Specifications

SOW Statement of Work

Fire Alarm System Inspection, Testing, Maintenance, and Repair Services

1. Project Objective

The objective of this contract is to inspect, test, repair, maintain, and ensure the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices located within the following buildings located at NMFS, Southeast Fisheries Science Center, Galveston Laboratory located at 4700 Avenue U, Galveston, Texas 77551:

- Building 301
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In addition to maintenance and repair services, the Contractor shall provide and install new fire alarm notification and initiating devices in designated facilities that currently lack complete fire alarm coverage. The Contractor shall furnish all non personal service labor, materials, equipment, permits, testing, programming, and documentation necessary to provide fully operational and code-compliant systems. The Contractor shall maintain all fire alarm systems in peak operating condition to ensure life safety, property protection, and compliance with applicable codes and standards. Services shall include scheduled inspections, preventative maintenance, corrective repairs, emergency response services, and documentation of system condition and performance.

2. Scope of Work

2.1 Inspection and Testing

The Contractor shall perform inspections and testing in accordance with the latest edition of NFPA 72, National Fire Alarm and Signaling Code, manufacturer recommendations, and all applicable federal, state, and local requirements.

Inspection and testing activities shall include, at a minimum:

Fire Alarm Control Panel (FACP)

- Verify proper operation of all LEDs, displays, controls, and indicators.
- Inspect fuses, relays, circuit boards, and internal components.
- Verify primary power supply and transfer to standby power.
- Inspect for corrosion, overheating, moisture intrusion, or physical damage.
- Review event history and trouble logs.

Battery Power Supply

- Perform load testing of all batteries to verify required standby and alarm capacity.

- Replace all batteries upon contract award.
- Replace batteries thereafter every two (2) to three (3) years, or as recommended by the manufacturer.
- Verify battery charging circuits and connections.

Initiating Devices

Perform functional testing of:

- Smoke detectors using approved UL-listed canned smoke or equivalent test method.
- Heat detectors.
- Manual pull stations.
- Waterflow and supervisory devices, where applicable.
- Monitor modules and input devices.

Notification Appliances

Verify proper operation of:

- Horns
- Strobes
- Speakers
- Combination notification appliances

Testing shall confirm:

- Synchronization of visual appliances.
- Audibility and intelligibility requirements.
- Proper activation and reset functions.

Monitoring and Communications

- Verify successful transmission of Alarm, Supervisory, and Trouble signals to the Central Monitoring Station.
- Confirm communication pathway integrity.
- Test all reporting functions and communication devices.

2.2 Preventative Maintenance

The Contractor shall perform preventative maintenance necessary to maintain reliable system performance, including:

- Cleaning smoke detector sensing chambers using approved compressed air, vacuum equipment, or manufacturer-recommended methods.
- Cleaning panel interiors as necessary.
- Inspecting and tightening all terminal and field wiring connections.
- Verifying grounding and surge protection systems.
- Updating system software and firmware when manufacturer-approved updates are available and authorized.
- Reviewing system programming and configuration for proper operation.

- Identifying equipment nearing end-of-life and providing recommendations for replacement.
-

2.3 Corrective Repairs

The Contractor shall diagnose and repair system deficiencies identified during inspections, maintenance visits, or service calls.

Emergency Repairs

Emergency conditions include:

- Fire alarm system failure.
- Fire alarm control panel offline.
- Loss of monitoring capability.
- Conditions preventing restoration to normal operation.

Requirements:

- Twenty-four (24) hours per day, seven (7) days per week emergency response.
- Technician on-site within four (4) hours of notification.
- Contractor shall restore the system to "System Normal" status as quickly as practicable.

Non-Emergency Repairs

- Deficiencies identified during inspections shall be reported immediately.
- A written repair proposal shall be submitted within forty-eight (48) hours of identification.
- Upon authorization, repairs shall be scheduled and completed within a mutually agreed timeframe.

2.4 Backflow Prevention Device Inspection, Testing, Maintenance, and Repair

The Contractor shall inspect, test, maintain, certify, and repair all backflow prevention assemblies associated with fire protection and domestic water systems in accordance with applicable state regulations, local authority requirements, and manufacturer recommendations.

Services shall include:

Inspection and Testing

- Annual testing and certification of all backflow prevention assemblies by a licensed Backflow Prevention Assembly Tester.
- Verification of proper valve operation and pressure differentials.
- Inspection for leaks, corrosion, damage, tampering, or unauthorized modifications.
- Verification of proper accessibility and identification of each assembly.
- Submission of all required testing reports and certifications to the Owner and local Authority Having Jurisdiction (AHJ).

Preventative Maintenance

- Cleaning of assemblies and associated strainers.
- Lubrication of moving parts where applicable.

- Exercise and operation of shutoff valves.
- Verification of freeze protection and enclosure condition where applicable.

Corrective Repairs

- Repair or replacement of defective check valves, relief valves, shutoff valves, gaskets, and associated components.
- Restoration of assemblies that fail annual certification testing.
- Emergency response for significant leaks or failures affecting fire protection systems.

Deliverables

- Annual Backflow Test Report.
- Certification documentation required by local authorities.
- Deficiency and repair recommendations.
- Updated inventory of all backflow prevention devices.

2.5 Fire Extinguisher Inspection, Maintenance, Testing, and Replacement

The Contractor shall inspect, service, maintain, test, recharge, and replace portable fire extinguishers in accordance with NFPA 10 and all applicable federal, state, and local requirements.

Services shall include all fire extinguishers located within the facilities covered under this contract.

Monthly Visual Inspections

The Contractor shall verify:

- Extinguisher is in designated location.
- Extinguisher is visible and unobstructed.
- Operating instructions are legible.
- Safety seals and tamper indicators are intact.
- Pressure gauges indicate operable range.
- No evidence of corrosion, leakage, or physical damage.

Annual Maintenance

- Perform annual maintenance of all extinguishers in accordance with NFPA 10.
- Replace damaged tags and inspection labels.
- Verify proper extinguisher classification and placement.
- Update service records and maintenance tags.

Internal Maintenance and Hydrostatic Testing

The Contractor shall perform required:

- Six-year internal examinations.
- Hydrostatic testing at intervals specified by NFPA 10.
- Recharging following discharge, testing, or maintenance activities.

Corrective Actions

- Replace expired, damaged, recalled, or non-compliant extinguishers.
- Recommend relocation or additional extinguishers when code deficiencies are identified.
- Replace missing brackets, cabinets, signage, and accessories as required.

Deliverables

- Monthly Inspection Log.
- Annual Fire Extinguisher Service Report.
- Hydrostatic Test Reports, when applicable.
- Inventory of extinguisher locations, types, sizes, and service dates.
- Deficiency Report identifying corrective actions required.

2.6 Fire Alarm System Installation and Upgrades

The Contractor shall provide design-assist services, installation, programming, testing, and commissioning of new fire alarm equipment for the following facilities:

- Boat Barn
- Turtle Barn
- Wet Lab
- Turtle Hospital

Installation Requirements

At a minimum, the Contractor shall furnish and install:

- Manual fire alarm pull stations at required exits and locations in accordance with applicable codes.
- Audible and visual notification appliances (horn/strobe or strobe devices as required by code and occupancy classification).
- Associated conduit, wiring, mounting hardware, and electrical connections.
- Addressable modules, control equipment, and interface devices required for system operation.
- Fire alarm control panels or panel expansion modules if required to support the new devices.
- Monitoring and communication equipment necessary for integration with the existing fire alarm monitoring system.
- Smoke and Carbon Dioxide Detectors in appropriate spaces.

System Integration

The Contractor shall:

- Integrate all new devices with the existing fire alarm system where feasible.
- Program all new devices into the Fire Alarm Control Panel (FACP).
- Update system software, device labeling, and point descriptions.
- Verify alarm transmission to the Central Monitoring Station.
- Coordinate all programming and testing activities with facility management.

Testing and Commissioning

Upon completion of installation, the Contractor shall:

- Perform 100 percent operational testing of all newly installed devices.
- Verify proper activation of notification appliances from each pull station.
- Verify supervisory, alarm, and trouble signal transmission.

- Conduct acceptance testing in accordance with NFPA 72 and local Authority Having Jurisdiction (AHJ) requirements.
- Correct all deficiencies identified during testing at no additional cost.

Documentation

The Contractor shall provide:

- As-built drawings reflecting all installed equipment and wiring.
- Device inventory and address list.
- Programming documentation.
- Manufacturer warranties.
- Acceptance testing reports.
- Updated fire alarm system records.
- AHJ inspection and approval documentation, where required.

Additional Deliverables

Deliverable	Frequency	Description
Fire Alarm Installation Design/Shop Drawings	Prior to Installation	Drawings showing device locations, wiring routes, and system integration.
Acceptance Test Report	Upon Completion	Documentation of successful testing of all newly installed equipment.
As-Built Drawings	Upon Project Completion	Final record drawings reflecting installed conditions.
Updated Device Inventory	Upon Project Completion	Complete inventory of new and existing fire alarm devices.
Warranty Documentation	Upon Project Completion	Manufacturer and installer warranties for all newly installed equipment.

Contractor Responsibility

The Contractor shall be responsible for conducting a site survey of the Boat Barn, Turtle Barn, Wet Lab, and Turtle Hospital to determine the quantity and placement of pull stations, strobes, notification appliances, wiring pathways, and associated equipment necessary to achieve code-compliant fire alarm coverage. All installations shall comply with NFPA 70, NFPA 72, applicable local fire codes, and Authority Having Jurisdiction requirements.

3. Contractor Requirements

Certifications

All technicians performing work under this contract shall possess:

- NICET Level II Fire Alarm Systems certification or higher.

Licensing

The Contractor shall maintain:

- A valid State Fire Marshal license, where required.
- A valid electrical contractor license, where required by jurisdiction.
- All required business licenses and permits.

Experience

- Minimum of five (5) years of documented experience in inspection, testing, maintenance, and repair of commercial fire alarm systems.
- Experience servicing systems of similar size and complexity.

Documentation

The Contractor shall provide a detailed inspection and service report in NFPA 72 format within five (5) business days of each site visit.

Reports shall include:

- Devices tested.
- Deficiencies identified.
- Repairs performed.
- Recommended corrective actions.
- Technician name and certification number.

4. Deliverables

Deliverable	Frequency	Description
Initial Inspection Report	Within five (5) calendar days of contract award inspection	Complete inventory of all devices and pass/fail status.
Annual Inspection Report	Annually	Complete inventory and pass/fail status of all devices.
Smoke Detector Sensitivity Report	Semi-Annually	Detector sensitivity testing results and compliance status.
Maintenance Log	Per Visit	Documentation maintained at the FACP showing all service activities.
Certificate of Fitness/Inspection Tag	After Each Required Inspection	Panel tagged Green, Yellow, or Red in accordance with local code requirements.
Deficiency Report	As Needed	Detailed list of deficiencies and recommended corrective actions.

5. Exclusions

The following services are excluded unless specifically authorized in writing:

- Complete fire alarm system replacement.
- Major system upgrades or retrofits.
- Design services.
- Repairs resulting from acts of God, including lightning strikes, flooding, hurricanes, or other natural disasters.
- Repairs resulting from vandalism, misuse, or third-party damage.
- Wall, ceiling, painting, or aesthetic restoration following equipment replacement.
- Monitoring service fees.

6. Coordination and Site Requirements

- All testing activities shall be coordinated with facility management prior to commencement.
- Contractor shall utilize Walk-Test mode whenever feasible to minimize disruption to occupants.
- Contractor personnel shall sign in upon arrival and sign out upon departure for every service visit.
- Contractor shall comply with all facility safety requirements and access procedures.
- Any impairment of the fire alarm system shall be immediately reported to facility management.

7. Period of Performance

Contract Term

The period of performance shall be established in the resulting contract and includes two option years. All items must be proposed as this is an all or nothing basis.

Work Schedule

Authorized work hours are: Monday through Friday, 7:30 AM to 4:00 PM

Excluding:

- Federal holidays
- Facility closures
- Emergency service calls

The Contractor shall comply with all applicable local noise ordinances, including those established by the City of Galveston, and shall conduct work in a manner that minimizes disruption to neighboring properties and facility operations.

Place of Performance

All work under this contract shall be performed at the NOAA, NMFS, Southeast Fisheries Science Center, Galveston Laboratory located at 4700 Avenue U, Galveston, Texas 77551.

Deliverable Schedule

All Deliverables will be delivered to Project Lead upon completion.

Deliverable	Description	Quantity/Media	Completion Due Date
1	Initial Inspection Report	Electronic delivered via email to project lead	Within 5 calendar days of award

2	Fire Alarm Installation/Upgrades for Boat Barn, Turtle Barn, Wet Lab and Turtle Hospital	n/a	Install by 12/31/2026
3	New Alarm Installation Drawings	Electronic delivered via email to project lead	Prior to Installation
4	New Alarm Acceptance Test Report	Electronic delivered via email to project lead	1/15/2027
5	New Alarm As Built Drawing	Electronic delivered via email to project lead	1/15/2027
6	Updated Device Inventory	Electronic delivered via email to project lead	1/15/2027
7	Warranty Documentation for new Alarms	Electronic delivered via email to project lead	1/15/2027
8	Annual Inspection Report	Electronic delivered via email to project lead	Within 14 calendar days of the expiration of each contract period
9	Smoke Detector Sensitivity Report	Electronic delivered via email to project lead	Every six months after award
10	Maintenance Log	Electronic delivered via email to project lead	Within 14 calendar days of each site visit
11	Certificate of Fitness/Inspection	Individual Device Tags (Green, Yellow, Red in accordance with local code	Within 14 calendar days of each inspection
12	Deficiency Report	Electronic delivered via email to project lead	Within 14 calendar days of each inspection

Government-Furnished Resources

NOAA will provide the site access, existing fire control system information and documentation. No additional resources will be provided.

Security Requirements

Site access must be coordinated with the NOAA project lead.

Applicable Standards

NFPA 72, National Fire Alarm and Signaling Code, manufacturer recommendations, and all applicable federal, state, and local requirements.

Special Requirements

Confidentiality and Data Privacy

This contract may require that services contractors have access to Privacy Information. Service contractors are responsible for maintaining confidentiality of all subjects and materials and may be required to sign and adhere to a Non-disclosure Agreement (NDA).

Intellectual Property Rights

All deliverables are the property of the U.S. Government. All documents, analyses, files (digital or other), reports, notes and photos are to be used only by Contractor personnel assigned to this purchase order. Documents, files and other data are to be stored exclusively on Government owned equipment and at

no point should be saved or archived on personal drives or devices. Copies are not to be disseminated to anyone outside of the NMFS or to any other contractor personnel without explicit release from the Government.

Licenses/Certifications

All technicians performing work under this contract shall possess NICET Level II Fire Alarm Systems certification or higher. Maintain a valid State Fire Marshal license, where required. Maintain a valid electrical contractor license, where required by jurisdiction. All required business licenses and permits, as required.

Required Knowledge and Experience:

The contractor shall have a minimum of five years of documented experience in inspection, testing, maintenance, and repair of commercial fire alarm systems as well as experience servicing systems of similar size and complexity.

Evaluation Factors:

SEE RFO 52.212-1 AND RFO 52.212-2 in the solicitation

CONTRACTOR'S INVOICE

Invoices must be submitted monthly in arrears.

Per NAM 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)). All invoices are to be submitted in arrears per 31 U.S.C. § 3324. Advance payments are prohibited by 31 U.S.C. § 3324, which provides that, except as provided by a specific appropriation or other law, "a payment under a contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered." The primary purpose of 31 U.S.C. § 3324 is to protect the Government against the risk of nonperformance (or refusal to refund moneys) by the contractor after receipt of payment. See 22 Comp. Gen. 834, 835 (1946). In its simplest terms, the statute prohibits the Government from paying for goods before they have been received or for services before they have been rendered.

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: Reports/Deliverables as laid out in the Statement of work

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 Clause)

Section VII - Contract Administration

SCA WD SCA Wage Determination 2015-5233

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5233
 Daniel W. Simms Division of | Revision No.: 35
 Director Wage Determinations | Date Of Last Revision: 8/22/2026

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty,
 Montgomery and Waller

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	18.94	
01012 - Accounting Clerk II	21.26	
01013 - Accounting Clerk III	23.78	
01020 - Administrative Assistant	36.11	
01035 - Court Reporter	46.72	
01041 - Customer Service Representative I		17.80
01042 - Customer Service Representative II		19.42
01043 - Customer Service Representative III		21.79
01051 - Data Entry Operator I	17.41	
01052 - Data Entry Operator II	19.00	
01060 - Dispatcher, Motor Vehicle	23.34	
01070 - Document Preparation Clerk	17.57	
01090 - Duplicating Machine Operator	17.57	
01111 - General Clerk I	17.79	
01112 - General Clerk II	19.41	
01113 - General Clerk III	21.78	
01120 - Housing Referral Assistant	28.05	
01141 - Messenger Courier	19.41	
01191 - Order Clerk I	20.10	

01192 - Order Clerk II	21.93	
01261 - Personnel Assistant (Employment) I		21.62
01262 - Personnel Assistant (Employment) II		24.18
01263 - Personnel Assistant (Employment) III		26.97
01270 - Production Control Clerk	26.44	
01290 - Rental Clerk	18.13	
01300 - Scheduler, Maintenance	22.48	
01311 - Secretary I	22.48	
01312 - Secretary II	25.15	
01313 - Secretary III	28.05	
01320 - Service Order Dispatcher	20.86	
01410 - Supply Technician	36.11	
01420 - Survey Worker	21.34	
01460 - Switchboard Operator/Receptionist		17.00
01531 - Travel Clerk I	19.71	
01532 - Travel Clerk II	21.62	
01533 - Travel Clerk III	24.11	
01611 - Word Processor I	19.33	
01612 - Word Processor II	21.68	
01613 - Word Processor III	24.26	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.95
05010 - Automotive Electrician	23.79	
05040 - Automotive Glass Installer	21.96	
05070 - Automotive Worker	21.96	
05110 - Mobile Equipment Servicer	20.23	
05130 - Motor Equipment Metal Mechanic		25.96
05160 - Motor Equipment Metal Worker		21.96
05190 - Motor Vehicle Mechanic	25.76	
05220 - Motor Vehicle Mechanic Helper		19.40
05250 - Motor Vehicle Upholstery Worker		20.83
05280 - Motor Vehicle Wrecker	21.96	
05310 - Painter, Automotive	23.79	
05340 - Radiator Repair Specialist	22.88	
05370 - Tire Repairer	17.41	
05400 - Transmission Repair Specialist		25.76
07000 - Food Preparation And Service Occupations		
07010 - Baker	16.49	
07041 - Cook I	17.15	
07042 - Cook II	20.07	
07070 - Dishwasher	13.89	
07130 - Food Service Worker		15.74
07210 - Meat Cutter	18.33	
07260 - Waiter/Waitress		12.38
09000 - Furniture Maintenance And Repair Occupations		

09010 - Electrostatic Spray Painter	22.57
09040 - Furniture Handler	12.26
09080 - Furniture Refinisher	20.32
09090 - Furniture Refinisher Helper	14.99
09110 - Furniture Repairer, Minor	17.69
09130 - Upholsterer	20.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.33
11060 - Elevator Operator	14.74
11090 - Gardener	23.50
11122 - Housekeeping Aide	14.74
11150 - Janitor	14.74
11210 - Laborer, Grounds Maintenance	17.44
11240 - Maid or Houseman	14.43
11260 - Pruner	15.49
11270 - Tractor Operator	21.47
11330 - Trail Maintenance Worker	17.44
11360 - Window Cleaner	16.59
12000 - Health Occupations	
12010 - Ambulance Driver	19.56
12011 - Breath Alcohol Technician	27.45
12012 - Certified Occupational Therapist Assistant	39.11
12015 - Certified Physical Therapist Assistant	37.59
12020 - Dental Assistant	20.54
12025 - Dental Hygienist	50.45
12030 - EKG Technician	28.70
12035 - Electroneurodiagnostic Technologist	28.70
12040 - Emergency Medical Technician	19.56
12071 - Licensed Practical Nurse I	24.53
12072 - Licensed Practical Nurse II	27.45
12073 - Licensed Practical Nurse III	30.61
12100 - Medical Assistant	20.53
12130 - Medical Laboratory Technician	29.50
12160 - Medical Record Clerk	22.02
12190 - Medical Record Technician	24.64
12195 - Medical Transcriptionist	22.19
12210 - Nuclear Medicine Technologist	51.56
12221 - Nursing Assistant I	15.28
12222 - Nursing Assistant II	17.19
12223 - Nursing Assistant III	18.76
12224 - Nursing Assistant IV	21.05
12235 - Optical Dispenser	18.31
12236 - Optical Technician	19.32
12250 - Pharmacy Technician	22.31
12280 - Phlebotomist	21.89
12305 - Radiologic Technologist	38.84
12311 - Registered Nurse I	32.42

12312 - Registered Nurse II	39.66
12313 - Registered Nurse II, Specialist	39.66
12314 - Registered Nurse III	48.00
12315 - Registered Nurse III, Anesthetist	48.00
12316 - Registered Nurse IV	57.53
12317 - Scheduler (Drug and Alcohol Testing)	34.00
12320 - Substance Abuse Treatment Counselor	32.39
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.37
13012 - Exhibits Specialist II	33.90
13013 - Exhibits Specialist III	41.46
13041 - Illustrator I	25.85
13042 - Illustrator II	32.02
13043 - Illustrator III	39.17
13047 - Librarian	36.19
13050 - Library Aide/Clerk	15.38
13054 - Library Information Technology Systems Administrator	32.68
13058 - Library Technician	18.09
13061 - Media Specialist I	23.58
13062 - Media Specialist II	26.38
13063 - Media Specialist III	29.42
13071 - Photographer I	19.85
13072 - Photographer II	22.21
13073 - Photographer III	27.51
13074 - Photographer IV	33.65
13075 - Photographer V	40.73
13090 - Technical Order Library Clerk	19.31
13110 - Video Teleconference Technician	24.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.68
14042 - Computer Operator II	25.38
14043 - Computer Operator III	28.28
14044 - Computer Operator IV	31.44
14045 - Computer Operator V	34.82
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	22.68
14160 - Personal Computer Support Technician	31.44
14170 - System Support Specialist	37.07
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor	

(Non-Rated)	38.33	
15020 - Aircrew Training Devices Instructor (Rated)		46.39
15030 - Air Crew Training Devices Instructor (Pilot)	55.59	
15050 - Computer Based Training Specialist / Instructor	38.33	
15060 - Educational Technologist		37.23
15070 - Flight Instructor (Pilot)	55.59	
15080 - Graphic Artist	28.08	
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		55.59
15086 - Maintenance Test Pilot, Rotary Wing		55.59
15088 - Non-Maintenance Test/Co-Pilot		55.59
15090 - Technical Instructor	27.50	
15095 - Technical Instructor/Course Developer		33.64
15110 - Test Proctor	22.20	
15120 - Tutor	22.20	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	12.71	
16030 - Counter Attendant	12.71	
16040 - Dry Cleaner	16.30	
16070 - Finisher, Flatwork, Machine		12.71
16090 - Presser, Hand	12.71	
16110 - Presser, Machine, Drycleaning		12.71
16130 - Presser, Machine, Shirts	12.71	
16160 - Presser, Machine, Wearing Apparel, Laundry		12.71
16190 - Sewing Machine Operator		17.25
16220 - Tailor	18.57	
16250 - Washer, Machine		13.92
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.22
19040 - Tool And Die Maker	27.82	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	22.23	
21030 - Material Coordinator	26.44	
21040 - Material Expediter	26.44	
21050 - Material Handling Laborer		18.27
21071 - Order Filler	17.74	
21080 - Production Line Worker (Food Processing)		22.23
21110 - Shipping Packer	19.99	
21130 - Shipping/Receiving Clerk	19.99	
21140 - Store Worker I	15.07	
21150 - Stock Clerk	21.55	
21210 - Tools And Parts Attendant		22.23
21410 - Warehouse Specialist		22.23
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		42.85
23019 - Aircraft Logs and Records Technician		33.68

23021 - Aircraft Mechanic I	41.06
23022 - Aircraft Mechanic II	42.85
23023 - Aircraft Mechanic III	44.67
23040 - Aircraft Mechanic Helper	28.32
23050 - Aircraft, Painter	38.93
23060 - Aircraft Servicer	33.68
23070 - Aircraft Survival Flight Equipment Technician	38.93
23080 - Aircraft Worker	36.29
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	36.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	41.06
23110 - Appliance Mechanic	22.96
23120 - Bicycle Repairer	23.83
23125 - Cable Splicer	39.77
23130 - Carpenter, Maintenance	23.88
23140 - Carpet Layer	27.88
23160 - Electrician, Maintenance	28.61
23181 - Electronics Technician Maintenance I	35.43
23182 - Electronics Technician Maintenance II	37.90
23183 - Electronics Technician Maintenance III	40.08
23260 - Fabric Worker	25.88
23290 - Fire Alarm System Mechanic	27.17
23310 - Fire Extinguisher Repairer	23.83
23311 - Fuel Distribution System Mechanic	28.63
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	22.46
23380 - Ground Support Equipment Mechanic	41.06
23381 - Ground Support Equipment Servicer	33.68
23382 - Ground Support Equipment Worker	36.29
23391 - Gunsmith I	23.83
23392 - Gunsmith II	27.88
23393 - Gunsmith III	31.55
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.34
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.57
23430 - Heavy Equipment Mechanic	30.01
23440 - Heavy Equipment Operator	24.54
23460 - Instrument Mechanic	41.42
23465 - Laboratory/Shelter Mechanic	29.91
23470 - Laborer	18.27
23510 - Locksmith	23.53
23530 - Machinery Maintenance Mechanic	30.38
23550 - Machinist, Maintenance	29.29
23580 - Maintenance Trades Helper	18.01

23591 - Metrology Technician I	41.42
23592 - Metrology Technician II	43.22
23593 - Metrology Technician III	45.09
23640 - Millwright	32.58
23710 - Office Appliance Repairer	22.43
23760 - Painter, Maintenance	22.18
23790 - Pipefitter, Maintenance	31.09
23810 - Plumber, Maintenance	29.47
23820 - Pneudraulic Systems Mechanic	31.55
23850 - Rigger	30.98
23870 - Scale Mechanic	27.88
23890 - Sheet-Metal Worker, Maintenance	26.93
23910 - Small Engine Mechanic	21.98
23931 - Telecommunications Mechanic I	28.78
23932 - Telecommunications Mechanic II	30.03
23950 - Telephone Lineman	37.37
23960 - Welder, Combination, Maintenance	27.86
23965 - Well Driller	27.87
23970 - Woodcraft Worker	31.55
23980 - Woodworker	23.83
24000 - Personal Needs Occupations	
24550 - Case Manager	22.16
24570 - Child Care Attendant	14.20
24580 - Child Care Center Clerk	17.72
24610 - Chore Aide	11.27
24620 - Family Readiness And Support Services Coordinator	22.16
24630 - Homemaker	22.16
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.86
25040 - Sewage Plant Operator	24.97
25070 - Stationary Engineer	26.86
25190 - Ventilation Equipment Tender	17.92
25210 - Water Treatment Plant Operator	24.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.13
27007 - Baggage Inspector	17.05
27008 - Corrections Officer	25.87
27010 - Court Security Officer	27.15
27030 - Detection Dog Handler	19.08
27040 - Detention Officer	25.87
27070 - Firefighter	28.76
27101 - Guard I	17.05
27102 - Guard II	19.08
27131 - Police Officer I	32.64
27132 - Police Officer II	36.28
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	17.59
28042 - Carnival Equipment Repairer	19.25
28043 - Carnival Worker	12.74
28210 - Gate Attendant/Gate Tender	18.36
28310 - Lifeguard	13.62
28350 - Park Attendant (Aide)	20.55
28510 - Recreation Aide/Health Facility Attendant	15.00
28515 - Recreation Specialist	25.45
28630 - Sports Official	16.37
28690 - Swimming Pool Operator	22.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.91
29020 - Hatch Tender	33.91
29030 - Line Handler	33.91
29041 - Stevedore I	31.48
29042 - Stevedore II	36.30
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	53.67
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	37.00
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	40.75
30021 - Archeological Technician I	24.33
30022 - Archeological Technician II	27.22
30023 - Archeological Technician III	33.71
30030 - Cartographic Technician	33.71
30040 - Civil Engineering Technician	33.03
30051 - Cryogenic Technician I	37.34
30052 - Cryogenic Technician II	41.24
30061 - Drafter/CAD Operator I	24.33
30062 - Drafter/CAD Operator II	27.22
30063 - Drafter/CAD Operator III	30.35
30064 - Drafter/CAD Operator IV	37.34
30081 - Engineering Technician I	21.46
30082 - Engineering Technician II	24.08
30083 - Engineering Technician III	26.94
30084 - Engineering Technician IV	33.37
30085 - Engineering Technician V	40.82
30086 - Engineering Technician VI	49.40
30090 - Environmental Technician	29.96
30095 - Evidence Control Specialist	33.71
30210 - Laboratory Technician	37.40
30221 - Latent Fingerprint Technician I	32.42
30222 - Latent Fingerprint Technician II	35.80
30240 - Mathematical Technician	40.76
30361 - Paralegal/Legal Assistant I	25.13

30362 - Paralegal/Legal Assistant II	31.13
30363 - Paralegal/Legal Assistant III	38.07
30364 - Paralegal/Legal Assistant IV	46.06
30375 - Petroleum Supply Specialist	41.24
30390 - Photo-Optics Technician	33.71
30395 - Radiation Control Technician	41.24
30461 - Technical Writer I	31.08
30462 - Technical Writer II	38.01
30463 - Technical Writer III	45.99
30491 - Unexploded Ordnance (UXO) Technician I	34.11
30492 - Unexploded Ordnance (UXO) Technician II	41.27
30493 - Unexploded Ordnance (UXO) Technician III	49.46
30494 - Unexploded (UXO) Safety Escort	34.11
30495 - Unexploded (UXO) Sweep Personnel	34.11
30501 - Weather Forecaster I	37.34
30502 - Weather Forecaster II	45.42
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 30.35
30621 - Weather Observer, Senior	(see 2) 33.71
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	41.27
31020 - Bus Aide	16.95
31030 - Bus Driver	24.39
31043 - Driver Courier	19.29
31260 - Parking and Lot Attendant	14.96
31290 - Shuttle Bus Driver	17.28
31310 - Taxi Driver	13.64
31361 - Truckdriver, Light	21.12
31362 - Truckdriver, Medium	22.94
31363 - Truckdriver, Heavy	27.33
31364 - Truckdriver, Tractor-Trailer	27.33
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	20.12
99030 - Cashier	14.11
99050 - Desk Clerk	14.37
99095 - Embalmer	34.72
99130 - Flight Follower	34.11
99251 - Laboratory Animal Caretaker I	17.00
99252 - Laboratory Animal Caretaker II	18.61
99260 - Marketing Analyst	35.05
99310 - Mortician	41.99
99410 - Pest Controller	20.48
99510 - Photofinishing Worker	17.92
99710 - Recycling Laborer	25.07
99711 - Recycling Specialist	30.86
99730 - Refuse Collector	22.27
99810 - Sales Clerk	15.07

99820 - School Crossing Guard	17.00
99830 - Survey Party Chief	29.59
99831 - Surveying Aide	20.24
99832 - Surveying Technician	25.59
99840 - Vending Machine Attendant	16.73
99841 - Vending Machine Repairer	21.21
99842 - Vending Machine Repairer Helper	16.73

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1,

2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.92 per hour, up to 40 hours per week, or \$236.80 per week or \$1,026.13 per month

HEALTH & WELFARE EO 13706: \$5.42 per hour, up to 40 hours per week, or \$216.80 per week, or \$939.46 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay

plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action

via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).""

Section IX - Contract Clauses

Clauses Incorporated by Reference

Clause Number	Clause Title
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)
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)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13	System for Award Management-Maintenance. (OCT 2018) (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)
52.219-28	Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)
52.222-3	Convict Labor. (JUN 2003)
52.222-36	Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation JAN 2026)
52.222-50	Combating Trafficking in Persons. (OCT 2025) (Deviation JAN 2026)
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)
52.237-2	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 April 2026)
1352.201-70	Contracting Officer's Authority. (MAR 2010)
1352.209-73	Compliance with the laws. (APR 2010)
1352.209-74	Organizational conflict of interest. (APR 2010)

Standard Language UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

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

CAR 1352.215-72 Inquiries. (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to Suzanne.johnston@noaa.gov. Questions should be received no later than five (5) 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:
Suzanne Johnston, Contracting Officer

Suzanne.johnston@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Bradley Willis, Agency Protest Division Authority

Bradley.Willis@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:

NOAA NMFS SEFSC
Galveston Campus
4700 Avenue U
Galveston, TX 77551

and

NOAA NMFS SEFSC
Galveston Campus
4900 Fort Crockett Boulevard
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.noasashhelpline.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: Contractor's Invoice(s)..

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)

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

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted

or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

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

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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

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

- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers

by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

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

Quotes will be evaluated based on price and the factors set forth in paragraph (a) using Lowest Price, Technically Acceptable (LPTA) procedures.

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Quoter whose quote, conforming to the solicitation, is determined to be technically acceptable and offers the lowest evaluated price. Award will be made without tradeoffs. Evaluation will be based on the following pass/fail criteria:

Factor 1. Technical Approach. Provide details describing the Quoter's overall technical approach to convey the Quoter's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. A detailed technical approach write-up describing how the Quoter will perform this service is required to be submitted 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 Quoter's company plans on performing the tasks listed in the attached Statement of Work (i.e., performance checklists, anticipated number of employees, anticipated hours at the facility and/or confirmation of supplies being provided, etc.). Written documentation of quoter's certifications per the requirements outlined in the statement of work

Factor 2. Experience. Provide details describing the Quoter's background and past performance on contracts performing the same or similar requirements as described in the Statement of Work. Include a brief description of the contract requirements, length of time to complete, cost management, communications between contracting parties, project management, and customer satisfaction. Written documentation demonstrating a minimum of 5 years' experience in installing, inspecting, testing, repairing, maintaining, and ensuring the operational readiness of all existing fire alarm systems, fire extinguishers, and backflow prevention devices.

Factor 3--PAST PERFORMANCE. The offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, effective management of subcontractors, cost management, level of communication between the contracting parties, proactive management and customer satisfaction.

Offeror shall provide at least two (2) past performance references. Provide name, address, phone number, and name of the project.

If a quoter has no relevant past performance, the quoter must affirmatively state that it possesses no relevant past performance history. Offerors who fail to either provide past performance information or affirmatively state that they have none, may be considered as non-compliant to the solicitation.

Factor 4 - Firm Fixed-Price. The proposed prices/costs will be evaluated. The cost evaluation will determine whether the proposed costs are realistic, complete, and reasonable in relation to the solicitation requirements. Proposed costs must be entirely compatible with the technical approach.

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

(b) *Options (if applicable)*. 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. The evaluation of options does not obligate the Government to exercise the option(s).

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

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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

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 prior to the expiration of the contract.

(End of clause)

Inclusion of FAR clause 52.217-8, Option to Extend Services, in the solicitation and resultant contract is for use by the Government as outlined at FAR 37.111, Extension of Services. The option will be exercised as needed at any time during the life of the contract using the rates applicable at the time of exercise.

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 1 day prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government fails to extend the term of the contract within the period identified and the Government has provided a written notice to the Contractor that the action is undergoing review in accordance with Department of Commerce procedures for implementing Executive Order 14222 the contractor shall stop all work and incur no costs to be charged to the Government. Once the Department of Commerce's review process has occurred, the

Government will notify the contractor if the option may be exercised or not. The Government will then extend the term of the contract with a bilateral modification.

(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 and 6 months.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

RFO 52.237-1 Site Visit. (APR 1984)

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

(End of provision)

A site visit is highly recommended but not required. Vendors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Please contact Michael "Mike" Cordova at michael.cordova@noaa.gov with a cc to Suzanne.Johnston@noaa.gov for the date and time to visit the site. Only one site visit will be conducted and vendors are encouraged to attend. All questions during the site visit should be submitted electronically to Suzanne.Johnston@noaa.gov. Vendors shall not ask questions while on a site visit.

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/browse/index/far>

(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/browse/index/far>

(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 Regulations (48 CFR 1352) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)