THIS IS A REQUEST FOR PROPOSAL FOR CONSTRUCTION PREPARED IN ACCORDANCE WITH THE FORMAT IN FAR SUBPART 36, AS SUPPLEMENTED WITH ADDITIONAL INFORMATION INCLUDED IN THIS NOTICE. THIS ANNOUNCEMENT CONSTITUTES THE ONLY REQUEST FOR PROPOSAL. PROPOSALS ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED.

This construction requirement NFFM7400-20-03290 constitutes a Request for Proposal (RFP) and incorporates provisions and clauses in effect through Federal Acquisition Circular 2020-07.

The National Oceanic Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS), Northeast Fisheries Science Center, James J. Howard Laboratory, 74 Magruder Rd, Sandy Hook, Highlands, NJ. 07732 has a requirement for construction of a new concrete pad outside of the laboratory.

All work shall be completed in accordance with the Statement of Work (SOW).

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Pad – new concrete pad (approximate dimensions 10’x18’x6”). Please see specifications in the Statement of Work as attached.</td>
<td>1</td>
<td>$________</td>
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<tr>
<td>Total Project Price</td>
<td></td>
<td>$________</td>
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</tbody>
</table>

See attached Statement of Work (SOW) for more details.

The Government will award a firm fixed price contract based on Lowest Price Technically Available (LPTA). Proposal shall include all costs associated with each CLIN unless otherwise indicated on the vendor’s quote.

This RFQ is 100% set aside for small businesses. The associated NAICS code is 238110, Poured Concrete Foundation and Structure Contractors with a Size Standard of $16.5 million. The Government estimate for this project is less than $25,000.00.

Additionally, each offeror must provide the following information with the quote:

1. The Request for Proposal (RFP) number;
2. The Name, Address, Telephone Number, and DUNS Number of the Offeror;
3. Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP. Proposals that reject the terms and conditions of the RFP may be excluded from consideration;
4. Acknowledgment of Solicitation Amendments (SF-30), if any;
5. Completed Narrative of Past Experience and Detailed Technical Capability Statement;

All questions must be submitted in writing to Kelly.Parr@noaa.gov by 4:00 pm, Eastern Daylight Time (EDT), on August 21, 2020. Telephone inquiries will not be honored. The anticipated award date is on or about September 30, 2020. Contractors are encouraged to register with the Contract Opportunities Vendor Notification Service as well as the Interested Vendors List for this acquisition (see applicable tab within Contract Opportunities where this synopsis/solicitation is posted). Quoters must be registered in the SAM database to be considered for award. Registration is free and can be completed on-line at http://www.sam.gov/.

All responsible sources may submit a proposal which shall be considered by the agency. Proposals must be submitted via electronic means (e-mail) by 5:00 P.M. EDT on August 28, 2020; any award resulting from this RFP will be made based on the LPTA. Proposals must be submitted electronically via e-mail to Kelly.Parr@noaa.gov.

A contract issued as a result of this solicitation shall incorporate the Department of Labor, Davis Bacon Act, General Decision Number NJ20200037 dated January 31, 2020 into this RFP and any resulting contract.

The Government does not accept responsibility for non-receipt of proposals. It is the Contractor’s responsibility to request and receive a confirmation of the proposal receipt.

**Site Visit** It is recommended that contractors interested in submitting proposals schedule a site visit with NOAA staff to inspect the vessel. Site Visits shall be scheduled with Peter Plantamura, 908-433-3581, Peter.Plantamura@noaa.gov per agreed upon appointment.
Questions will be considered at any time prior to, or during, the site visit; however, quoters will be asked to confirm verbal questions in writing no later than 4:00 pm, EDT on August 21, 2020. Subsequent to the site visit, an amendment to the solicitation containing an abstract of the questions and the Government's answers, will be made publicly available.

** Please note: Upon contract award and before any service begins, the contract issued requires the Contractor to provide evidence meeting the NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy in accordance with the NOAA Acquisition Manual (NAM) Contract Clause 1330-52.222-71 beginning on page nine (9) of this solicitation.**

**CONTRACT CLAUSES**

**CLAUSES INCORPORATED IN FULL TEXT**

**FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within TBD calendar day after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 days after date of award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

**FAR 52.213-4, TERMS AND CONDITIONS -- SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUN 2020)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

   (i) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

   (ii) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

   (iii) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

   (iv) **52.222-3**, Convict Labor (JUN 2003) (E.O.11755).

   (v) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).

   (vi) **52.222-26**, Equal Opportunity (Sept 2016) (E.O.11246).

   (vii) **52.225-13**, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(2) Listed below are additional clauses that apply:
(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

1. The clauses listed below implement provisions of law or Executive order:

   (i) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

   (ii) **52.222-19**, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).

   (iii) **52.222-35**, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

   (iv) **52.222-36**, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C.793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, “United States” includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

   (v) **52.222-37**, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

   (vi) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C.chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).


      (A) **52.222-50**, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter78 and E.O 13627) (Applies to all solicitations and contracts).

      (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
(ix) **52.222-55**, Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(xi) **52.223-5**, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693) (Applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

   (A) Delivered;

   (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

   (C) Furnished by the Contractor for use by the Government; or

   (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) **52.223-21**, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) **52.225-1**, Buy American-Supplies (May 2014) (41 U.S.C. Chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition-

   (A) Is set aside for small business concerns; or

   (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000).

(xviii) **Excess Food Donation to Nonprofit Organizations**, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) **52.232-33**, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).
(xx) **52.232-34***, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C.App.1241](#))

(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504](#)(d)).

(2) Listed below are additional clauses that may apply:

(i) **52.204-21**, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) **52.209-6**, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (Applies to contracts over the threshold specified in FAR [9.405-2](#)(b) on the date of award of this contract).

(iii) **52.211-17**, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) **52.247-29**, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) **52.247-34**, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) **FAR 52.252-2**, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov).

(d) **Inspection/Acceptance**. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) **Excusable delays**. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) **Termination for the Government's convenience**. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) **Termination for cause**. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and
the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

FAR 52.225-9, BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. As used in this clause-

“Commercially available off-the-shelf (COTS) item”-  
(1) Means any item of supply (including construction material) that is—  
(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);  
(ii) Sold in substantial quantities in the commercial marketplace; and  
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and  
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.  
“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.  
“Cost of components” means—  
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or  
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.  
“Domestic construction material” means—  
(1) An unmanufactured construction material mined or produced in the United States;  
(2) A construction material manufactured in the United States, if—  
(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or  
(ii) The construction material is a COTS item.  
“Foreign construction material” means a construction material other than a domestic construction material.  
“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.  
(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: (None)

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that  
(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;  
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or  
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
(c) Request for determination of inapplicability of the Buy American statute.
   (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
   (A) A description of the foreign and domestic construction materials;
   (B) Unit of measure;
   (C) Quantity;
   (D) Price;
   (E) Time of delivery or availability;
   (F) Location of the construction project;
   (G) Name and address of the proposed supplier; and
   (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
   (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
   (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
   (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

<table>
<thead>
<tr>
<th>Construction material description</th>
<th>Unit of measure</th>
<th>Quantity</th>
<th>Price (dollars) **</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
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<tr>
<td>Foreign construction material</td>
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<tr>
<td>Domestic construction material</td>
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</tbody>
</table>

**Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of Clause)

FAR 52.228-13 -- Alternative Payment Protections (Jul 2000)
(a) The Contractor shall submit one of the following payment protections: Payment Bond
(b) The amount of the payment protection shall be 100 percent of the contract price.
(c) The submission of the payment protection is required within five (5) days of contract award.
(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

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

FAR 52.203-5, Covenant Against Contingent Fees (May 2014)
FAR 52.203-7, Anti-Kickback Procedures (May 2014)
FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Jan 2011)
FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontractor Awards (Jun 2020)
FAR 52.204-13, System for Award Management Maintenance (Oct 2018)
FAR 52.204-18, Commercial and Government Entity Code Maintenance (Jul 2016)
FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
FAR 52.219-28, Post-Award Small Business Program Rerepresentation (Mar 2020)
FAR 52.222-6 Construction Wage Rate Requirements (Aug 2018)
FAR 52.222-7, Withholding of Funds (May 2014)
FAR 52.222-8, Payrolls and Basic Records (Aug 2018)
FAR 52.222-9, Apprentices and Trainees (Jul 2005)
FAR 52.222-10, Compliance with Copeland Act Requirements (Feb 1988)
FAR 52.222-11, Subcontracts (Labor Standards) (May 2014)
FAR 52.222-12, Contract Termination -- Debarment (May 2014)
FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
FAR 52.222-14, Disputes Concerning Labor Standards (Feb 1988)
FAR 52.222-15, Certification of Eligibility (May 2014)
FAR 52.222-26 Equal Opportunity (Sep 2016) Alt 1 (Feb 1999)
FAR 52.222-27, Affirmative Action Compliance Requirements for Construction (Apr 2015)
FAR 52.222-34, Project Labor Agreement (May 2010)
FAR 52.222-50 Combating Trafficking in Persons (Sept 2007)
FAR 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015) (Reference)
FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (Reference)
FAR 52.223-6, Drug-Free Workplace (May 2001)
FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
FAR 52.227-4, Patent Indemnity -- Construction Contracts (Dec 2007)
FAR 52.228-2, Additional Bond Security (Oct 1997)
FAR 52.228-11, Pledge of Assets (Aug 2018)
FAR 52.228-14 Irrevocable Letter of Credit (Nov 2014)
FAR 52.233-1 Disputes (May 2014) (Reference)
FAR 52.233-3 Protest after Award (Aug 1996) (Reference)
FAR 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004) (Reference)
FAR 52.232-5, Payments under Fixed-Price Construction Contracts (May 2014)
FAR 52.232-23, Assignment of Claims (May 2014)
FAR 52.232-27, Prompt Payment for Construction Contracts (Jan 2017)
FAR 52.236-2, Differing Site Conditions (Apr 1984)
FAR 52.236-3, Site Investigation and Conditions Affecting the Work (Apr 1984)
FAR 52.236-5, Material and Workmanship (Apr 1984)
FAR 52.236-7, Permits and Responsibilities (Nov 1991)
FAR 52.236-8, Other Contracts -- (Apr 1984)
FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
FAR 52.236-12, Cleaning Up (Apr 1984)
FAR 52.236-13, Accident Prevention (Nov 1991)
FAR 52.242-14, Suspension of Work (Apr 1984)
FAR 52.243-5, Changes and Changed Conditions (Apr 1984)
FAR 52.245-1, Government Property (Jan 2017)
FAR 52.245-9, Use and Charges (Apr 2012)
FAR 52.249-10, Default (Fixed-Price Construction) (Apr 1984) Alt 1 (Apr 1984)
CAR 1352.201-70, Contracting Officer's Authority (APR 2010)
CAR 1352.209-73, Compliance with the Laws (APR 2010)
CAR 1352.209-74, Organizational Conflict of Interest (APR 2010)

(End of Clause)

FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

End of Clause

CAR 1352.246-70 Place of Acceptance (Apr 2010)
The contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

The place of acceptance will be:

NOAA/NMFS
James J Howard Marine Science Laboratory
74 Magruder Rd, Sandy Hook
Highlands, NJ 07732
GPOC technical: Peter Plantamura, 908-433-3581 (cell), Peter.Plantamura@noaa.gov

(End of Clause)

CAR 1352.270-70 Period of Performance (Apr 2010)
(a) The base period of performance of this contract shall be completed no later than 20 days after date of award.

(End of clause)

NAM 1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)
In accordance with NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy, it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NOAA prohibits sexual assault and sexual harassment by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA.

(a) Definitions.

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

Sexual Assault - The term sexual assault, as used in this solicitation and contract language, means any conduct proscribed by state or federal sexual abuse laws, including, but not limited to, those defined in chapter 109A of title 18 of the U.S. Code (sexual abuse), and assaults committed both by offenders who are strangers to the victim and by offenders who are 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 Contracting Officer’s Representative (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.
   i. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants’ needs are addressed.
   ii. 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).

4. 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 15 business days of contract award or the date a contractor employee is assigned to perform under the contract, as applicable. Evidence of initial training by name and date completed for each contractor employee, shall be submitted to the COR or contracting officer (if no COR assigned) within 10 business days of completion. Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than March 1st of each calendar year of contract performance.
   i. 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: http://www.ago.noaa.gov/quicklinks/harassment_training.html. 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.
   ii. 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. iii. 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. iv. 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.

5. 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: http://NOAASASHHelpline.org
- Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)
- Text: (202) 335-0265

(d) Confidentiality.
Any party receiving information from the filing of a complaint alleging sexual assault or sexual harassment, or while performing an investigation into such a complaint, shall keep the information confidential. “Confidentiality” means that the information shall only be shared with others who have a need to know the information to conduct their official duties. 3

(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 Clause)

NAM 1330-52.237-70, CONTRACTOR COMMUNICATIONS
(a) A contractor employee shall be identified both by the individual’s name and the contractor’s name when:

(1) Included in NOAA’s locator, and
(2) 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 clause)

(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: Be placed in a position where they are under relatively continuous supervision and control of a Government employee. 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 judgement and discretion on behalf of the Government. Rather, the contractor’s personnel will act and exercise personal judgement 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:

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

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 Clause)
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.

Unless otherwise specified within the contract award, contractors requiring access to NOAA facilities outside normal business hours or outside the normal workweek shall submit a written request in writing through the COR to the contracting officer. The written request shall provide justification supporting the required access and be submitted 72 hours before access to the NOAA facility is needed.

(End of Clause)

NAM 1330-52.242- 70 INVOICES
(a) The Contractor shall prepare and submit an invoice to the GPOC for approval with a copy to the contracting officer for information. All invoices shall be submitted (via electronic copy) by the 10th day of the subsequent month.
(b) Payment will be based on receipt of a proper invoice and satisfactory contract performance and guidelines in FAR 32.9, Prompt Payment. To constitute a proper invoice, the contractor's invoice shall be prepared in accordance with, and contain all elements specified in FAR 52.212-4(g), “Invoices”.
(c) Original invoices shall be mailed (via electronic copy) to the designated billing office as follows:

   Email: John.Gallagher@noaa.gov

   A copy of all invoices shall be emailed to the contract administration office as follows:
   NOAA/Eastern Region Acquisition Division
   Attn: Kelly Parr
   200 Granby St. Ste. 815
   Norfolk, VA 23510-1811
   Email: Kelly.Parr@noaa.gov

   The designated payment office for this contract is:
   NOAA–Eastern Finance Branch
   NOAA Finance Office, AOD
   20020 Century Blvd.
   Germantown, MD 20874-1178

(d) The Contractor will submit invoices to the GPOC the task and/or equipment purchases made. A final invoice should be submitted with the final report, and will be paid when the final report and all tasks are reviewed and deemed to be complete by the Agency.
(e) The Government will return invoices that do not comply with these requirements. If the invoice does not comply with FAR 52.212-4(g), "Invoices", the GPOC will return it to contractor within seven days after the date the designated office received the invoice along with a statement as to the reasons why it is not a proper invoice.

(End of Clause)

NAM 1330-52.243-70 REQUESTS FOR EQUITABLE ADJUSTMENT (OCT 2017)
(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the contractor believes the Government is liable. The request shall include only costs for performing the change. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

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

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

   (Official’s Name)
The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including:
Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

The certification requirement in paragraph (b) of this clause does not apply to:
Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
Final adjustments under an incentive provision of the contract.

The NOAA Acquisition and Grants Office (AGO) Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:

Allow contractors to better prepare for and propose on business opportunities.
Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting from.
Identify constraints in transparency and process.

The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties and recommend fair, impartial, and constructive solutions to the matters presented to him/her. Further, the AGO Ombudsman will maintain the reasonable and responsible confidentiality of the source of a concern, when such a request has been formally made by an authorized officer of an organization seeking to do business with, or already doing business with NOAA.

Before consulting with the AGO Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations with the respective contracting officer for resolution. However, direct access to the AGO Ombudsman may be sought when an interested party questions the objectivity or equity of a contracting officer’s decision, or when there is a bona fide reason to believe that reasonable, responsible, and objective consideration will not be received from an assigned contracting officer.

There are several constraints to the scope of the AGO Ombudsman’s authority, for instance:

Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates, etc.).
The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.
The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.
The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.
The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.
The AGO Ombudsman is not NOAA’s agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).
After review and analysis of a filed concern or recommendation, the AGO Ombudsman may refer the interested party to another more suitable federal official for consideration. Moreover, concerns, disagreements, and/or recommendations that cannot be resolved by the AGO Ombudsman will need to be pursued through more formal venues.

The AGO Ombudsman is not to be contacted to request copies of forms and/or documents under the purview of a contracting officer. Such documents include Requests for Information, solicitations, amendments, contracts, modifications, or conference materials.

Questions regarding this solicitation and contract language shall be directed to Rafael Roman, NOAA AGO Ombudsman, at Rafael.Roman@noaa.gov.

SOLICITATION PROVISIONS

FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220 – Plumbing Heating and air Conditioning Contractors.
(2) The small business size standard is $16.5M.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is employees.

(b)

(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
(i) □ Paragraph (d) applies.
(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
   (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–
       (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
       (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
       (C) The solicitation is for utility services for which rates are set by law or regulation.
   (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
   (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
   (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at FAR 52.204-7, System for Award Management.
   (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that–
       (A) Are not set aside for small business concerns;
       (B) Exceed the simplified acquisition threshold; and
       (C) Are for contracts that will be performed in the United States or its outlying areas.
   (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
   (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
   (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
   (ix) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
   (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
   (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
       (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
       (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

   (A) Basic.

   (B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)
FAR 52.222-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

FAR 52.236-27, SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Peter Plantamura
Address: James J Howard Marine Science Laboratory, 74 Magruder Rd, Sandy Hook, Highlands, NJ, 07732
Telephone: (908) 433-3581 (cell)
Email: Peter.Plantamura@noaa.gov

(End of Provision)

FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

FAR 52.204-7, System for Award Management (Oct 2018)
FAR 52.204-16, Commercial and Government Entity Code Reporting (Jul 2016)
FAR 52.204-22, Alternative Line Item Proposal (Jan 2017)
FAR 52.209-2, Prohibition On Contracting With Inverted Domestic Corporations -- Representation (Nov 2015)
FAR 52.222-23, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)
FAR 52.225-10, Notice of Buy American Requirement--Construction Materials (May 2014) Alt I (May 2014)
FAR 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Aug 2018)
FAR 52.236-28, Preparation of Proposals -- Construction (Oct 1997)

(End of Provision)

FAR 52.252-5, AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(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 "(DEVIAITION)" after the date of the provision.

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

(End of Provision)

CAR 1352.213-70 EVALUATION UTILIZING SIMPLIFIED ACQUISITION PROCEDURES (APR 2010)
The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is the Lowest Price Technically Acceptable Offer (LPTA). Technically acceptable is defined as the offeror’s ability to meet all the requirements/salient characteristics identified in the Statement of Work/Specification and the offeror’s demonstrated ability to perform the contract successfully through Past Performance. Only the lowest priced offer will be evaluated for technical acceptability. If the lowest priced offer is found not to be technically acceptable, then the next lowest priced offer will be evaluated. This process will continue until a technically acceptable offer is identified; not all offers will be evaluated. The following factors shall be used to evaluate offers: (1) Technical, (2) Past Performance, and (3) Price

(1) Technical (Pass/Fail)
The government will evaluate the offeror’s ability and method/approach to providing all the requirements in the Statement of Work as identified in their technical section/proposal. Technical will be rated as to the extent the offeror can clearly and fully demonstrate that it has a thorough understanding of the requirements and can successfully provide the requirements. Offerors that cannot specifically address their ability and method/approach to providing all the requirements in the Statement of Work or that do not submit a Technical Section with their offer may be rejected without further consideration.

(2) Past Performance (Pass/Fail)
The Government will evaluate an offeror's past performance to determine the degree to which current and previous contract efforts indicate the probability of the offeror successfully accomplishing/performing the requirements of the Statement of Work. The currency and relevancy of the information, source of the information, context of the data, and general trends in contractor's performance will be considered.

Past performance information received from the offeror shall be within the past 3 years or ongoing and be relevant to this requirement (i.e. the same or similar requirements.) Only relevant past performance will be evaluated.

(3) Price (Only the lowest priced technically acceptable offer will be evaluated on Price)
The Government will evaluate price for reasonableness and award a contract to the offeror with the lowest priced technically acceptable offer. Offerors are required to provide a unit price for all items. A zero dollar figure ($0.00) unit price means the Offeror will provide the service or supply at no charge to the Government. Unit price left blank or annotated with something other than a dollar figure will be considered unacceptable and the Government has discretion whether to reject the offer without any further consideration.

(CAR 1352.213-71, INSTRUCTIONS FOR SUBMITTING QUOTATIONS UNDER THE SIMPLIFIED ACQUISITION THRESHOLD--NON-COMMERCIAL (MAR 2010))

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition is NAICS 238110, with a size standard of $16.5M.

(b) Submission of quotations. Submit quotations to the office specified in this solicitation at or before the exact time specified in this solicitation. At a minimum, quotations must show--

(1) The solicitation number;

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

(3) Acknowledgment of solicitation amendments;

(4) A technical description showing that the offeror can supply the requirements in the specifications or statement of work in sufficient detail to allow the Government to evaluate the quotation in accordance with the evaluation factors stated in the solicitation.

(5) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and reference information (including contract numbers, points of contact with telephone numbers and other relevant information).

(6) Price and any supporting details for the price, as requested in the solicitation.

(End of Provision)
(c) Offerors are responsible for submitting quotations, and any modifications thereto, so as to reach the Government office
designated in the solicitation by the time specified. The offeror's initial quotation should contain the offeror's best
terms from a price and technical standpoint. The Government may reject any or all quotations if such action is in the
public interest; accept other than the lowest quotation; and waive informalities and minor irregularities in quotations
received.

(End of Provision)

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:
U.S. Department of Commerce
National Oceanic & Atmospheric Administration
Eastern Acquisition Division
200 Granby Street, Suite 865
Norfolk, VA 23510
ATTN: Natasha Thieman, Contracting Officer

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:
National Oceanic & Atmospheric Administration
Eastern Acquisition Division
200 Granby Street, Suite 815
Norfolk, VA 23510
ATTN: Dawn Dabney, NOAA Simplified Acquisition Branch Chief

(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 Provision)

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 Provision)

(End of Solicitation and Contract Language)