INSTRUCTIONS TO OFFERORS

NAICS: 811310- Commercial and Industrial Machinery and Equipment
(except Automotive and Electronic) Repair and Maintenance

Quotes should be emailed to nikki.smith@noaa.gov. Faxed quotes will not be accepted.

BASIS FOR AWARD:

The government intends to award as a firm-fixed price requirement to the responsive responsible quoter(s) providing the best value to the government, considering both price and non-price factors. The award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. This requirement is being solicited as a 100% total small business set-aside.

SYSTEM FOR AWARD MANAGEMENT (SAM):

Offerors shall have an active registration in the SAM database at the time quotes are submitted, during performance and through final payment of any contract resulting from this solicitation. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov under Acquisition Systems or www.sam.gov.

SUBMISSION OF QUOTES:

Quotes must be submitted by electronic means for consideration of award. Electronic quotes may be transmitted by email to nikki.smith@noaa.gov. It is the Offeror's responsibility to ensure their electronic offer has been received. Quoters must submit all questions within five (5) days of the issuance of this solicitation. The government will make every effort to reply to the questions submitted in a timely manner.

THE FOLLOWING INFORMATION IS TO BE RETURNED:

1. Page 1 (complete blocks 17a, 30a, 30b and 30c)

2. Page 3 (fill in your quote/prices), including any shipping and handling fees.

3. Your unique entity identifier (UEI). If you do not have a UEI Number, you can register and access the site by going to www.sam.gov.

4. Contractor representations and certifications shall be completed in the System for Award Management (www.sam.gov). Contractors shall provide a statement that they either are or are not registered and active in SAM.

5. Your response to CAR Clause 1352.209-74(c), Organizational Conflict of Interest – Contractors shall provide a statement that they either do or do not have conflict of interest.

6. As requested in 52.212-2, Provide your response to the factors used to evaluate quotes, **including at least two (2) Past Performance references.**

7. An email address and telephone number where you can be reached for future correspondence.

8. The vendor shall certify with a statement whether they are or are not small business under the solicitation NAICS code.

9. In accordance with NOAA Acquisition Manual 1330-52.222-70, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy, provide verification the vendor shall provide required training in the required timeframe.

Contractors who do not respond to items 1 through 9 may be considered non-compliant with the requirements of the solicitation and no further consideration shall be given for award.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 142082-26-0344

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 1305M226Q0178

6. SOLICITATION ISSUE DATE: 07/08/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: NIKKI SMITH

b. TELEPHONE NUMBER *(No collect calls)*: 757-605-1267

8. OFFER DUE DATE/ LOCAL TIME: 07/14/2026 0800 ED

9. ISSUED BY CODE: EAD-SAP

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

10. THIS ACQUISITION IS
- [x] 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)
- [x] SET ASIDE: 100.00 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD: $12.5

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] 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
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE: NWWG2500

NATIONAL DATA BUOY CENTER
BLDG 3200
STENNIS SPACE CENTER MS 39529

16. ADMINISTERED BY CODE: EAD-SAP

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

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

18a. PAYMENT WILL BE MADE BY CODE:

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	BASE YEAR: Forklift Maintenance Contract PERIOD OF PERFORMANCE: AUGUST 1, 2026- JULY 31, 2026 Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: STEVEN PRADO

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PROVIDE PERSONNEL, TRANSPORTATION, EQUIPMENT,TOOLS, SUPPLIES, MATERIALS, PREVENTATIVE MAINTENANCE PARTS, SAFETY PERSONAL PROTECTIVE DEVICES, AND CLOTHING NECESSARY TO PERFORM FORKLIFT PREVENTATIVE MAINTENANCE SERVICES FOR THE NATIONAL DATA BUOY CENTER AT STENNIS SPACE CENTER, MS IN ACCORDANCE WITH THE STATEMENT OF WORK AND DEPARTMENT OF LABOR SERVICE CONTRACT ACT WAGE DETERMINATION WD 2015-5147 (REV -29).				
	$_____ PER MONTH Product/Service Code: R707				
0002	BASE YEAR: Forklift Maintenance Contract				
	PERIOD OF PERFORMANCE: AUGUST 1, 2026- JULY 31, 2026				
	REPAIRS OUTSIDE OF THE SCOPE OF PREVENTATIVE MAINTENANCE & EMERGENCY SERVICES				
	REPAIRS AND SERVICES LESS THAN $2,500 SHALL BE APPROVED BY THE GCP AND PAID BY PURCHASE CARD.				
	REPAIRS AND SERVICES OVER $2,500.00 SHALL BE APPROVED BY A CONTRACTING OFFICER THROUGH A MODIFICATION TO THE PURCHASE ORDER. THE				

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		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CONTRACTOR SHALL BE COMPENSATED AT A PRE-DETERMINED HOURLY RATE INCLUDED IN THE PURCHASE ORDER. MATERIALS SHALL BE ITEMIZED ON THE QUOTE AND NOT EXCEED PUBLISHED PRICE LISTINGS, IF APPLICABLE.				
	$_____ HOURLY RATE REPAIRS OUTSIDE OF SCOPE				
	$_____ HOURLY RATE EMERGENCY SERVICES (WITHIN 5 DAYS) Product/Service Code: R707				
0003	OPTION YEAR ONE PERIOD OF PERFORMANCE: AUGUST 1, 2027- JULY 31, 2028 PROVIDE PERSONNEL, TRANSPORTATION, EQUIPMENT,TOOLS, SUPPLIES, MATERIALS, PREVENTATIVE MAINTENANCE PARTS, SAFETY PERSONAL PROTECTIVE DEVICES, AND CLOTHING NECESSARY TO PERFORM FORKLIFT PREVENTATIVE MAINTENANCE SERVICES FOR THE NATIONAL DATA BUOY CENTER AT STENNIS SPACE CENTER, MS IN ACCORDANCE WITH THE STATEMENT OF WORK AND THE APPLICABLE DEPARTMENT OF LABOR SERVICE CONTRACT ACT WAGE DETERMINATION.				
	$_____ PER MONTH (Option Line Item) Anticipated Exercise Date: 08/01/2027 Product/Service Code: R707				
0004	OPTION YEAR ONE PERIOD OF PERFORMANCE: AUGUST 1, 2027- JULY 31, 2028 REPAIRS OUTSIDE OF THE SCOPE OF PREVENTATIVE MAINTENANCE & EMERGENCY SERVICES Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	REPAIRS AND SERVICES LESS THAN $2,500 SHALL BE APPROVED BY THE GCP AND PAID BY PURCHASE CARD. REPAIRS AND SERVICES OVER $2,500.00 SHALL BE APPROVED BY A CONTRACTING OFFICER THROUGH A MODIFICATION TO THE PURCHASE ORDER. THE CONTRACTOR SHALL BE COMPENSATED AT A PRE-DETERMINED HOURLY RATE INCLUDED IN THE PURCHASE ORDER. MATERIALS SHALL BE ITEMIZED ON THE QUOTE AND NOT EXCEED PUBLISHED PRICE LISTINGS, IF APPLICABLE. $_____ HOURLY RATE REPAIRS OUTSIDE OF SCOPE $_____ HOURLY RATE EMERGENCY SERVICES (WITHIN 5 DAYS) (Option Line Item) Anticipated Exercise Date: 08/01/2027 Product/Service Code: R707				
0005	OPTION YEAR TWO PERIOD OF PERFORMANCE: AUGUST 1, 2028- JULY 31, 2029 PROVIDE PERSONNEL, TRANSPORTATION, EQUIPMENT,TOOLS, SUPPLIES, MATERIALS, PREVENTATIVE MAINTENANCE PARTS, SAFETY PERSONAL PROTECTIVE DEVICES, AND CLOTHING NECESSARY TO PERFORM FORKLIFT PREVENTATIVE MAINTENANCE SERVICES FOR THE NATIONAL DATA BUOY CENTER AT STENNIS SPACE CENTER, MS IN ACCORDANCE WITH THE STATEMENT OF WORK AND THE APPLICABLE DEPARTMENT OF LABOR SERVICE CONTRACT ACT WAGE DETERMINATION. $_____ PER MONTH (Option Line Item) Anticipated Exercise Date: 08/01/2028 Product/Service Code: R707				

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	OPTION YEAR TWO PERIOD OF PERFORMANCE: AUGUST 1, 2028- JULY 31, 2029 REPAIRS OUTSIDE OF THE SCOPE OF PREVENTATIVE MAINTENANCE & EMERGENCY SERVICES REPAIRS AND SERVICES LESS THAN $2,500 SHALL BE APPROVED BY THE GCP AND PAID BY PURCHASE CARD. REPAIRS AND SERVICES OVER $2,500.00 SHALL BE APPROVED BY A CONTRACTING OFFICER THROUGH A MODIFICATION TO THE PURCHASE ORDER. THE CONTRACTOR SHALL BE COMPENSATED AT A PRE-DETERMINED HOURLY RATE INCLUDED IN THE PURCHASE ORDER. MATERIALS SHALL BE ITEMIZED ON THE QUOTE AND NOT EXCEED PUBLISHED PRICE LISTINGS, IF APPLICABLE. $_____ HOURLY RATE REPAIRS OUTSIDE OF SCOPE $_____ HOURLY RATE EMERGENCY SERVICES (WITHIN 5 DAYS) (Option Line Item) Anticipated Exercise Date: 08/01/2028 Product/Service Code: R707				
0007	OPTION YEAR THREE PERIOD OF PERFORMANCE: AUGUST 1, 2029- JULY 31, 2030 PROVIDE PERSONNEL, TRANSPORTATION, EQUIPMENT,TOOLS, SUPPLIES, MATERIALS, PREVENTATIVE MAINTENANCE PARTS, SAFETY PERSONAL PROTECTIVE DEVICES, AND CLOTHING NECESSARY TO PERFORM FORKLIFT PREVENTATIVE MAINTENANCE SERVICES FOR THE NATIONAL DATA BUOY CENTER AT STENNIS SPACE CENTER, MS IN ACCORDANCE WITH THE STATEMENT OF WORK AND THE APPLICABLE DEPARTMENT OF LABOR SERVICE CONTRACT ACT WAGE DETERMINATION. Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$_____ PER MONTH (Option Line Item) Anticipated Exercise Date: 08/01/2029 Product/Service Code: R707				
0008	OPTION YEAR THREE PERIOD OF PERFORMANCE: AUGUST 1, 2029- JULY 31, 2030 REPAIRS OUTSIDE OF THE SCOPE OF PREVENTATIVE MAINTENANCE & EMERGENCY SERVICES REPAIRS AND SERVICES LESS THAN $2,500 SHALL BE APPROVED BY THE GCP AND PAID BY PURCHASE CARD. REPAIRS AND SERVICES OVER $2,500.00 SHALL BE APPROVED BY A CONTRACTING OFFICER THROUGH A MODIFICATION TO THE PURCHASE ORDER. THE CONTRACTOR SHALL BE COMPENSATED AT A PRE-DETERMINED HOURLY RATE INCLUDED IN THE PURCHASE ORDER. MATERIALS SHALL BE ITEMIZED ON THE QUOTE AND NOT EXCEED PUBLISHED PRICE LISTINGS, IF APPLICABLE.				
	$_____ HOURLY RATE REPAIRS OUTSIDE OF SCOPE				
	$_____ HOURLY RATE EMERGENCY SERVICES (WITHIN 5 DAYS) (Option Line Item) Anticipated Exercise Date: 08/01/2029 Product/Service Code: R707				
0009	OPTION YEAR FOUR PERIOD OF PERFORMANCE: AUGUST 1, 2030- JULY 31, 2031 PROVIDE PERSONNEL, TRANSPORTATION, EQUIPMENT,TOOLS, SUPPLIES, MATERIALS, Continued...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PREVENTATIVE MAINTENANCE PARTS, SAFETY PERSONAL PROTECTIVE DEVICES, AND CLOTHING NECESSARY TO PERFORM FORKLIFT PREVENTATIVE MAINTENANCE SERVICES FOR THE NATIONAL DATA BUOY CENTER AT STENNIS SPACE CENTER, MS IN ACCORDANCE WITH THE STATEMENT OF WORK AND THE APPLICABLE DEPARTMENT OF LABOR SERVICE CONTRACT ACT WAGE DETERMINATION. $_____ PER MONTH (Option Line Item) Anticipated Exercise Date: 08/01/2030 Product/Service Code: R707				
0010	OPTION YEAR FOUR PERIOD OF PERFORMANCE: AUGUST 1, 2030- JULY 31, 2031 REPAIRS OUTSIDE OF THE SCOPE OF PREVENTATIVE MAINTENANCE & EMERGENCY SERVICES REPAIRS AND SERVICES LESS THAN $2,500 SHALL BE APPROVED BY THE GCP AND PAID BY PURCHASE CARD. REPAIRS AND SERVICES OVER $2,500.00 SHALL BE APPROVED BY A CONTRACTING OFFICER THROUGH A MODIFICATION TO THE PURCHASE ORDER. THE CONTRACTOR SHALL BE COMPENSATED AT A PRE-DETERMINED HOURLY RATE INCLUDED IN THE PURCHASE ORDER. MATERIALS SHALL BE ITEMIZED ON THE QUOTE AND NOT EXCEED PUBLISHED PRICE LISTINGS, IF APPLICABLE. $_____ HOURLY RATE REPAIRS OUTSIDE OF SCOPE $_____ HOURLY RATE EMERGENCY SERVICES (WITHIN 5 DAYS) (Option Line Item) Anticipated Exercise Date: 08/01/2030 Product/Service Code: R707				

Section 3 - Line Items and Attachments 10
Section 4 - Contract Terms and Conditions 11

Section 3 - Line Items and Attachments

List of Attachments

Attachment Number	Title
1	Statement of Work
2	Wage Determination

Section 4 - Contract Terms and Conditions

FAR 52.222-41 Service Contract Labor Standards. (AUG 2018)

FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (AUG 2018)

FAR 52.222-62 Paid Sick Leave Under Executive Order 13706. (JAN 2022)

CAR 1352.201-70 Contracting Officer's Authority. (MAR 2010)

CAR 1352.209-73 Compliance with the laws. (APR 2010)

CAR 1352.209-74 Organizational conflict of interest. (APR 2010)

CAR 1352.228-72 Deductibles under required insurance coverage-fixed price. (APR 2010)

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

CAR 1352.237-71 Security processing requirements-low risk contracts (APR 2010)

RFO 52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

RFO 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

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

RFO 52.204-13 SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE. (OCT 2018) (Deviation JAN 2026)

RFO 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

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

RFO 52.212-4 TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023) (Deviation JAN 2026)

RFO 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020) (Deviation JAN 2026)

RFO 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JAN 2025) (Deviation JAN 2026)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code [ ] assigned to contract number [ ].

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is,[ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program*.[*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer,

that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title._____]

(End of clause)

RFO 52.222-3 Convict Labor. (JUN 2003)

RFO 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2025) (Deviation JAN 2026)

RFO 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020) (Deviation JAN 2026)

RFO 52.222-50 COMBATING TRAFFICKING IN PERSONS. (OCT 2025) (Deviation JAN 2026)

RFO 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)

RFO 52.223-23 SUSTAINABLE PRODUCTS AND SERVICES. (MAY 2024) (Deviation JAN 2026)

RFO 52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

RFO 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

RFO 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

RFO 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

RFO 52.233-3 PROTEST AFTER AWARD. (AUG 1996) (Deviation JAN 2026)

RFO 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004) (Deviation JAN 2026)

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

RFO 52.240-91 Security Prohibitions and Exclusions. (Deviation JAN 2026)

RFO 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (OCT 2025) (Deviation JAN 2026)

FAR 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)

CAR 1352.215-72 Inquiries. (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to NIKKI.SMITH@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 1352.228-70 Insurance coverage. (APR 2010)

(a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability. (1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of $[insert zero unless special circumstances apply, if applicable, insert dollar amount.].

(c) Automobile liability. The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(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: STEVEN.M.PRADO@NOAA.GOV

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: U.S. Department of Commerce, Office of General Counsel, Contract Law Division Room 5893, Herbert C. Hoover Bldg
14th St and Constitution Ave NW, Washington, DC 20230

(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 1352.246-70 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:

National Data Buoy Center
3203 H Road
Stennis Space Center, MS 39529

(End of clause)

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

(a) The base period of performance of this contract is from 08/01/2026 through 07/31/2027. If an option is exercised, the period of performance shall be extended through the end of that option period.

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

- Option Year 1: August 01, 2027 – July 31, 2028
- Option Year 2: August 01, 2028 – July 31, 2029

- Option Year 3: August 01, 2029 – July 31, 2030
- Option Year 4: August 01, 2030 – July 31, 2031

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

(End of clause)

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

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

(a) Definitions.

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

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

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

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

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

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

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

(b) Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

● Phone: 1-866-288-6558

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

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

● Text: (202) 335-0265

(d) Confidentiality.

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

(e) Remedies.

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

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

2. Requiring the contractor to terminate a subcontract;

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

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

5. Suspension or debarment; or

6. Other appropriate action.

(End of solicitation and contract language)

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

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

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

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: FINAL INVOICE.

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

The Government will issue an order on the basis of the best value of proposals meeting or exceeding the acceptability standards for non-cost factors in accordance with FAR 12.203(c)(2).

The following factors will be used to evaluate quotations:

(1) Personnel Qualifications. The experience, education, and qualifications of personnel proposed to work on the contract will be evaluated to determine their ability to perform their proposed duties.
a. Vendors shall confirm contractor employees assigned to this purchase order can provide a present REAL-ID, passport, or federal employee/military/ veteran ID card for entry.
b. Verification that services shall be performed by a certified forklift mechanic with a positive record of working with Federal or MS State agencies.

(2) Technical Approach and Capability. The offeror's approach to performing contract requirements and its capability to successfully perform the contract will be evaluated. The contractor shall provide:
a. The vendor’s insurance certificate.
b. The vendor’s ability to be on site at the National Data Buoy Center within 5 days of notification.
c. The vendor's detailed plan and standardized inspection sheets

(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, cost management, communications between contracting parties, proactive management and customer satisfaction.
a. The vendor shall provide a list of **at least two** but no more than three contacts, including phone numbers, of past performance references that you have successfully accomplished services similar to size and scope of those listed in the statement of work.

(4) Price. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers or quotations for award purposes by adding the total price for all options to the total price for the basic requirement to determine the total evaluated price. This 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):
a. The following line items will be used to evaluate low price: 0001, 0003, 0005, 0007, 0009 and 6-month option under FAR 52.217-8.

(End of clause)

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 FIFTEEN (15) calendar days prior to the expiration of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within FIVE (5) calendar days prior to the expiration of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years, 6 months.

(End of clause)

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

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

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

Employee class Monetary wage - Fringe benefits

23530- Machinery Maintenance Mechanic, $36.28/hour

(End of clause)

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

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

(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

(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 [insert regulation name] (48 CFR chapter [ ]) 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 [insert regulation name] (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)